THE NATIONAL LAW RECORD

CONTAINING

THE LAWS OF THE SEVERAL STATES AND TERRITORIES, RELATING TO ARRESTS CIVIL, ATTACHMENTS, BILLS OF EXCHANGE AND PROMISSORY NOTES, BILLS OF SALE AND DEEDS OF TRUST, CHATTEL MORTGAGES, EVIDENCE, EXEMPTIONS, INTEREST, JUDGMENTS, JURISDICTION OF MAGISTRATES, LIMITATION OF ACTIONS, MARRIED WOMEN, RELEASE BY OPERATION OF LAW, STATUTE OF FRAUDS,

TOGETHER WITH

THE NAME AND RESIDENCE OF ONE RELIABLE ATTORNEY IN EACH COUNTY OF THE UNITED STATES AND TERRITORIES.

BY

WM. ALLEN MITCHENER,

COUNSELLOR AT LAW,

AND PRESIDENT "NATIONAL LAW AND BONDED COLLECTION BUREAU."

PHILADELPHIA:
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CLAIMS COLLECTED IN ALL PARTS OF THE UNITED STATES AND CANADAS.

AN ASSOCIATION OF ATTORNEYS, REPRESENTED IN EACH COUNTY OF THE UNITED STATES.

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P.V. 237

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TO THE PUBLIC.

In preparing this work, I have endeavored to condense the laws of the several States and Territories, relating to subjects of importance to every citizen.

I have no apology to offer, and leave the work to meet with the merit it may deserve.

Respectfully,

WM. ALLEN MITCHENER.

Baltimore, Maryland, 1875.

NATIONAL

LAW RECORD.

ALABAMA.

Civil Arrests.—There can be no imprisonment for debt, or arrest in civil cases.

Jurisdiction of Justice of the Peace.—There are two Justices of the Peace to each precinct. They have civil jurisdiction in all cases where the amount in controversy does not exceed $100, and in all actions of forcible entry or unlawful detainer. They have criminal jurisdiction in all cases of assault and battery in which no weapon is used; and when the value of the commodity which is the subject of the crime, does not exceed $10; of larceny, whether at common law or by statute; obtaining money by false pretences or taken with intent to defraud another; embezzlement and receiving stolen or embezzled goods, knowing them to have been stolen or embezzled.

An Attachment.—As a mesne process, does not exist. An attachment, as a remedial or prohibitory process, may issue against the real or personal property of a defendant, upon affidavit made by the creditor or his agent that the debtor has absconded, or secretes himself so that process cannot be served upon him, or is a non-resident of the State, or is about to remove his property out of the State, or has fraudulently disposed of, or is about to dispose of, his property, or that he has money, effects or property liable to satisfy his debt, which he fraudulently withholds.

210311

Upon any money demand, whether the debt be due or not, by executing a bond payable to the defendant, in the pence sum of double the amount of the debt, or upon making affidavit that he is unable to give bond with sufficient security; upon which attachment the goods of the defendant may be seized in like manner as under execution.

An Attachment may also issue as a garnishment against any person indebted to such debtor, upon making affidavit that such process is necessary, and executing a bond, after suing on summons and complaint.

Notes and Bills of Exchange.—A Promissory Note not payable at a bank is not negotiable, and is subject to any and every defence the maker would have to an open account. When the amount due on a note not negotiable, exceeds $50, in order to charge the endorser or assignor, suit must be brought against the maker in the county of his residence, to the first court to which suit can be properly brought, after the maturity of the note. To charge an endorser or assignor on contracts not negotiable, when the sum due does not exceed $50, suit must be brought against the maker within thirty days after such contract is due or payable; or, if assigned or endorsed after the same is due, within thirty days after such assignment or endorsement is made.

Bills of Sale.—All Conditional Bills of Sale, and those creating or retaining a lien on the property, must be recorded, in order to give notice of the lien. Deeds of Trust are void as to third parties unless recorded.

Chattel Mortgage.—It is provided by statute, that all conveyances of personal property to secure debts, or to provide indemnity, are inoperative against creditors, and purchasers without notice, until recorded, unless the property is brought into this State subject to such encumbrances, in which case the instrument must be recorded within four months. If such property is removed to a different county from that in which the grantor resides, the conveyance must be recorded in such county within six months from the removal, or it ceases to have effect after that time against creditors or purchasers of the grantor without notice.

An Execution is a lien only within the county in which it is received by the officer, on the lands and personal property of the defendant subject to levy and sale.

The execution of a bond for an appeal by which the judgment is suspended, or the execution of a bond by the defendant, upon the proper officer granting an injunction, supersedeas or restraining order, destroys the lien created by the delivery of an execution to the sheriff.

Stay of Execution.—The defendant may at any time before execution issued, stay the issue thereof for thirty days if the judgment is for less than Twenty Dollars, and for sixty days if over Twenty Dollars, by executing in writing an undertaking to the plaintiff in double the amount of the judgment, with surety to be approved by the Justice, to pay the judgment at the expiration of the stay. If not so paid, execution may issue therefor against all the parties to such undertaking.

Exemptions.—Property exempt from Levy and Sale on Execution:—Household and Kitchen Furniture to the value of $150; all necessary and proper wearing apparel of every member of the family, not to exceed in value $50 for each member of the family; all books not kept for sale, family portraits, one gun, one loom, two spinning-wheels, one man's and one woman's saddle.

Three cows and calves, 20 head of sheep, 20 head of hogs, one work horse or mule, or one pair of oxen, one horse or ox-cart, all poultry on the place, 500 pounds of beef, 100 bushels of corn, 1000 pounds of fodder, 21 bushels of wheat, 1000 pounds of oats, 25 bushels of sweet potatoes, all the meal on hand not kept for sale, 30 pounds of wool, 200 pounds of lint cotton for spinning purposes, 100 pounds of ginned cotton or 400 pounds of seed cotton, all cloth on hand not kept or made for sale, all tools of any mechanical trade, not kept for sale, not to exceed $200 in value, two plows and two hoes.

Such real estate as may be selected by the head of the family, to include the homestead, not to exceed 320 acres, and in value not to exceed $500, all lots set apart for burial purposes, and the improvements, &c., thereunto belonging.

There may also be exempt for the use of every mechanic, the head of a family, $200 worth of such stock and materials as may be used by him in his trade.

In addition to the real and personal property permanently exempted, there shall be retained for the use and benefit of every

family, $1200 worth of real estate, including the homestead, and $1000 worth of personal property.

Interest.—The Legal Interest is eight per cent. The principal only can be collected on usurious contracts, and the defendant recovers full costs.

Judgments of Courts of Record are liens on all property of the defendants, which is subject to levy and sale.

When execution has been issued on a judgment within a year after its rendition, and has not been returned satisfied, another execution may be issued at any time within ten years after the test or date of the last, without a revival of the judgment.

Limitation of Action.—An action on an open account must be commenced within three years after the cause of action accrued.

Actions of debt founded on contract; for arrears of rent; on parole, demise, and of account, trespass, detinue, trover and replevin, for taking goods and chattels, must be commenced within six years after the causes of action accrued.

Actions for the recovery of real property, or upon a judgment recovered in any court of record, must be commenced within 20 years after the causes of action arose.

Actions founded upon a contract, or instrument under seal, must be commenced before ten years have elapsed since the cause of action arose. The time a defendant is absent from the State is not computed.

Rights, &c., of Married Women.—A married woman cannot conduct business separate and apart from her husband, neither can she be sued on her individual note. She cannot sell her separate estate for any purpose except two: reinvestment, and support and maintenance of herself and children. Her estate is liable for the necessaries for the family, and if suit therefor is brought against a husband, and execution is not satisfied, her separate estate may be sold by order of the court. The husband is not liable for the debts of the wife before marriage, but she may be sued alone, and her separate estate is liable to the satisfaction thereof, as if she were an unmarried woman.

ARKANSAS.

Civil Arrests.—A defendant can be arrested in a civil action, upon an affidavit setting forth that the defendant is about to depart from the State with intent to defraud his creditors; has concealed, or removed his property from the State, or so much thereof that the process of the Court, after judgment, cannot be executed; or that the defendant has money, or securities for money, or evidence of debt in the possession of himself, or others for his use, and is about to depart from the State without leaving property therein sufficient to satisfy the claim of the plaintiff.

A male defendant may be arrested upon a judgment founded upon a fraudulent contract.

Jurisdiction of Justices of the Peace.—In all actions on contract, when the amount in controversy does not exceed $200, and concurrent with the Circuit Court from $200 to $500.

An Attachment may be issued against a non-resident of the State, or one who has been absent from the State four months, or one who has departed from the State with the intent to defraud his creditors, or one who conceals himself to avoid service of process, or who has left the place of his residence to avoid service of the summons, or who has removed, or about to remove his property, or any part thereof, out of the State, or who has sold, conveyed, or disposed of his property, or has suffered or permitted it to be sold with the intent to cheat, hinder or delay his creditors, or who is about to sell, convey or dispose of his property with a like intent.

An Attachment may also be issued, where a defendant, or one or more of several defendants, is a non-resident of the State, or a foreign corporation, by the plaintiff filing a bond with one or more sureties conditioned for the payment of all damages the defendant may sustain, if the order is not properly obtained. The plaintiff must file his complaint under oath, giving the nature of his claim, that it is just, and the amount which he ought to recover, and enumerating one or more of the afore-mentioned grounds.

An Attachment may also be issued to garnishee debts, due the defendant, or property due to him.

Notes and Bills of Exchange.—A defendant on a bill or note, may set up any defence against the assignee which would be good against the assignor, unless the instrument be expressed to be

payable "without defalcation or discount." In all other respects the law-merchant is in force.

Bills of Sale of personal property are valid whether recorded or not. Deeds of Trust, must be acknowledged and recorded.

Chattel Mortgages are subject to the same laws as other mortgages. They are not a lien as to third persons until filed for record.

Execution may be issued on judgment, until the judgment is barred by the Statute of Limitations. The death of a plaintiff does not prevent the issue of an execution, but the names of his representatives must be joined; nor does the death of any of the defendants prevent execution against the survivors.

Execution cannot issue on judgment or decree, unless ordered by the Court, until ten days after rendition thereof, and becomes a lien upon all the property of the defendant upon which levy is made.

Stay of Execution.—The defendant may, before the issue of an execution, stay any judgment or decree, for money, for three months, by giving an obligation, with good surety, to be approved by the clerk, or justice of the peace, conditioned for the payment of the judgment, interest and costs.

Any Execution on a judgment or decree, which could be stayed before such execution issued, may at any time before sale of property, under the same, be stayed for three months, by the defendant giving to the officer an obligation with good security, payable to the plaintiff, for the amount thereof, interest, costs and half commission of the officers.

In all cases where the right to stay the execution exists, and is not exercised, sales under the execution shall be on a credit of three months, the purchaser giving to the plaintiff in the execution a bond and security for the payment of the sale-money, bearing interest from date,—all bonds so provided to be taken, have the force and effect of a judgment, on which execution may issue, which execution shall be endorsed, that "no security shall be taken."

Exemptions.—Property exempt from levy and sale on execution.—The personal property of any resident to the value of $2000 —also, the homestead of any resident who is a married man, or head of a family, not exceeding 160 acres, and not in a city or town, and not exceeding $5000 in value, except for taxes, mechanics' liens or security for purchase-money.

Interest.—The legal interest is six per cent., but the constitution provides that no law limiting the rate of interest for which individuals contract, shall ever be passed.

Judgments and decrees, rendered in a Circuit Court, are liens on the real estate of the defendant, situate in the county for which the court is held. Judgment of a justice of the peace, become a lien on the real estate of the defendant, by filing a transcript of such judgment with the clerk of the circuit court.

Limitation of Action.—All actions of debts founded on contract or liability, not in writing; all actions of account and the like founded on any contract or liability, expressed or implied, all actions for injuring goods or chattels, must be brought within three years from the time the cause of action accrued.

Actions on promissory notes, and other instruments of writing not under seal, must be commenced within ten years after the cause of action accrued.

Actions on bonds, writings under seal, and judgments and decrees, must be commenced within ten years from the time the cause of action accrued.

Actions of replevin for wrongfully taking of goods and chattels, must be brought within one year from the time the cause of action arose.

Rights, &c., of Married Women.—Married women have the same absolute and unqualified right in property of every description, whenever acquired, as single women, and the same is not liable for the debts or contracts of the husband. A married woman may also devise and bequeath her property the same as if single.

CALIFORNIA.

Civil Arrests.—A defendant may be arrested in an action for the recovery of money or damages arising upon a contract, expressed or implied, where the defendant is about to depart from the State with intent to defraud his creditors.

Also—In an action to recover the possession of personal property, unjustly detained, when the property or any part thereof has been concealed, removed or disposed of, so that it cannot be found or taken by the sheriff.

Also—When the defendant has been guilty of a fraud in contracting the debt, or incurring the obligation for which the action is brought, or in concealing or disposing of the property, for the taking, detention or conversion of which the action is brought.

Also—When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors.

Jurisdiction of Justice of the Peace.—In all cases where the amount in controversy, exclusive of interest, does not exceed $300; and concurrent jurisdiction with the Circuit Court, where the amount in controversy does not exceed $500. They have also criminal jurisdiction in cases of petit larceny, assault and battery, (other than on a public officer, or intent to kill,) breaches of the peace, wilful injury to property, &c.

Attachments.—An Attachment as a mesne process may be issued by a plaintiff residing within the State, or upon a money contract, executed and payable in the State, upon the plaintiff making affidavit that the debt is not secured by a Mortgage-Lien, or pledge of personal property, or that the defendant has rendered such security nugatory.

The plaintiff must also file an undertaking in not less than $200 in gold, conditioned for the payment of costs and damages, should the defendant recover judgment.

Notes and Bills of Exchange.—The presentation, endorsement, protest and notice of Bills of Exchange and Notes, are governed by the common law or law-merchant. Upon a note made payable in the State, an attachment can be issued to enforce payment, but not when a note is made payable out of the State.

Deeds of Trust must be acknowledged and recorded. Bills of Sale are not in use.

Chattel Mortgages are principally used to secure debts upon machinery, mills and heavy mining apparatus, but seldom upon household furniture.

Executions.—An Execution may issue at any time within five years after judgment.

Stay of Execution.—There are no stay laws; but the Court in which the action has been tried, may, in its discretion grant a stay of proceedings.

Exemptions.—Property exempt from levy and sale on execution—Sewing Machines, not over $100 in value; chairs, tables, desks and books, not over $100 in value; all necessary household furniture, and one month's provisions; two oxen, horses or mules, and their harness, also the food for such animals for one month, seed, grain and vegetables for planting or sewing within six months, not to exceed in value $200; tools of a mechanic or artisan necessary to his trade, instruments and chest of a surgeon, physician, dentist or surveyor, necessary to their profession, and their scientific or professional library; lawyers' and ministers' libraries: two oxen, horses, or mules and harness, and cart of a cartman, huckster, peddler, teamster or other laborer, by which he habitually earns his living; one horse and harness or other equipments used by a physician or minister, in professional visits, with food for same.

The dwelling of a miner not over $500 in value; also his sluices, pipes, hose, windlass, derrick, pumps, tools, instruments, and appliances for mining, not over $500 in value; also two horses, oxen, or mules and harness, and one month's food for them; the earnings of a debtor for his personal services for the last thirty days, when necessary for the support of his family. A lot of land with the dwelling-house thereon, and its appurtenances, not to exceed in value $5000, except for taxes, mechanics' liens, or purchase-money security.

Interest.—The legal rate of interest is ten per cent. on all promissory notes, open accounts, etc., until judgment be recovered. After judgment the legal rate is seven per cent. Parties, however, may contract for any amount of interest.

Judgments rendered in the District Courts, are liens upon the property of the defendant, in the county where judgment was rendered. A transcript of the judgment may be filed in any other county, when it becomes a lien, upon any property of the debtor in such county. Judgments of Justices of the Peace, become a lien on the property of the defendant, upon a transcript of the judgment being filed in the office of the County Recorder.

Limitation of Action.—Actions founded on contracts, or written obligations, must be commenced within four years after the cause of action accrued.

Actions on open accounts for goods must be brought within two years.

Actions on contracts, obligations, or liabilities not founded on instruments under seal, must be commenced within two years after the cause of action arose.

Actions founded on liabilities, other than penalties or forfeitures, for recovery of personal property, for relief on ground of fraud, for trespass on real estate, and for taking, injuring and detaining goods and chattels, must be brought before three years have elapsed from the time the cause of action arose.

Actions for the recovery of real estate, and actions on judgments recovered in any Court of Record, must be brought within five years after the cause of action accrued. Time of absence of the defendant from the State not computed.

Rights, &c., of Married Women.—Before a married woman can conduct business separate and apart from her husband, and sue and be sued without joining her husband, she must publish notice for four weeks, of her intention to apply to the District Court for an order to permit her to carry on business in her own name and on her own account, the business being especially mentioned and described. She must make oath that the application is made in good faith, for the purpose of enabling her to support herself and children, and not with any view to defraud, delay or hinder any creditor or creditors of her husband; and that not more than $500 has come, either directly or indirectly from her husband, which oath must be recorded.

When she avails herself of this act she becomes responsible for the maintenance of her children. She can sue and be sued without joining her husband, and he is not responsible by virtue of his relation as husband, to her business creditors for debts contracted by her.

When a married woman (not a sole trader) is a party, her husband must be joined with her, except in the following cases:

First. When the action concerns her separate property she may sue alone.

Second. When the action is between herself and her husband, she may sue and be sued alone. If the husband and wife be sued together, she may defend her own right.

COLORADO TERRITORY.

Civil Arrests.—There is no imprisonment for debt or arrest in civil actions.

Jurisdiction of Justice of the Peace.—In all cases (except in Arapahoe County) where the amount in controversy does not exceed $300; but they have no jurisdiction in cases involving title to real estate. In Arapahoe County their jurisdiction is limited to $100.

Exemptions.—The following property is exempt from sale under execution and levy.

Family pictures, school-books and library, pew in a church, wearing apparel of debtor and family, all necessary household and table furniture, not exceeding $300 in value; necessary fuel and provisions, either provided or growing for six months; tools, implements or stock in trade of any mechanic, miner or other person, used or kept for the purpose of carrying on his trade or business, not to exceed in value $200; library and instruments of any professional man, not to exceed $300 in value; working animals to the value of $200; a cow and calf, 10 head of sheep, and the necessary food for all animals for six months, one wagon, cart or dray, plow, harrow, and other farming implements, including harness for team, not exceeding $50 in value. None of the property is exempt from sale for taxes or the purchase-money.

Interest.—The legal rate of interest is ten per cent., but parties may contract for any rate they may agree upon.

Limitation of Action.—Actions of debt founded on contract or liability in action, actions founded on judgments rendered in any court, actions on contracts express or implied, actions for trespass and waste, arrears of rent, actions for taking, detaining or injuring goods and chattels, must be brought within seven years after the cause of action accrued.

All personal actions not limited by any law of this Territory, must be brought within three years after the cause of action accrues.

CONNECTICUT.

Civil Arrest.—Imprisonment for debt, or arrests on a civil action, is, to all intents and purposes, abolished.

Jurisdiction of Justice of the Peace.—In all cases founded on contract, where the amount in controversy does not exceed $100; in other cases where the sum does not exceed $50. An appeal lies to the Courts of Common Pleas.

Attachments.—An Attachment issues as a mesne process with the original summons, and the goods and chattels, lands and tenements of the defendant may be held under the attachment for sixty days after final judgment, for the levy of an execution on personal estate, or four months on real estate. If the plaintiff is a non-resident of the State, he is required to furnish a bond executed by a resident of the State, conditioned for the payment of all damages in the event of the failure to substantiate his claim.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorser, protest, &c. By statute, a Promissory Note, to be negotiable, must be for $35 or more, for the payment of money only, and payable to a person or order, or to bearer; and any negotiable promissory note issued since October 1st, 1865, and payable on demand, which remains unpaid four months after its date, is considered overdue and dishonored after that time. It is also provided that when the third day of grace shall fall on a day appointed by the governor as a day of public feasting or thanksgiving, or upon a Fourth of July, or Christmas day, or the First of January, or Twenty-second day of February, the note shall be payable on the secular day *next preceding such holiday*, and whenever either of said days falls on Sunday, all notes payable the following Monday, shall be due and payable on the Saturday *preceding*. Judgment Notes are not in use.

A Chattel Mortgage may be secured upon personal property of any description, and is valid although the mortgagor retains possession of the property, provided it be minutely described, and the mortgage is duly executed, acknowledged and recorded.

In order to sell under the mortgage, it is necessary that the creditor petition the court for an order therefor.

Executions.—An Execution must be levied within sixty days after final judgment on personal estate, and within four months on real estate. A levy of execution properly made, vests in the plaintiff the first title to the property levied upon, and the lien thus acquired is good against everything but insolvent and bankruptcy proceedings.

Stay of Execution.—Where the estate of a deceased person is represented as insolvent, no suit can be brought against the executor or administrator, except in favor of the State, or for expenses of last illness and funeral, and if judgment shall have been rendered before the estate is represented insolvent, execution is stayed, and the creditor exhibits his claim to the commissioners of the estate, and takes his proportion. Stay of execution is also granted in process of Foreign Attachment, where the debt due from the garnishee to the principal debtor is not yet payable.

Exemptions.—The following property is exempt from sale under execution and levy:

All necessary wearing apparel, bedding and household furniture, arms, military equipments and implements of the debtor's trade, one cow, 10 head of sheep, two swine, and the pork produced from two swine, 25 bushels of charcoal, 2 tons of coal, 200 pounds of wheat flour, 5 bushels of turnips and potatoes, 10 bushels of Indian corn or rye, 20 pounds of wool and flax, or the yarn or cloth manufactured therefrom, the horse, saddle and bridle of any practising physician of the value of $100, a sewing machine, family burying-ground or lot, a pew in a church, also the pay and bounty of soldiers in the service of the State or of the United States.

Interest.—The Legal Rate of Interest is six per cent. By an act of the General Assembly, approved July 2d, 1872, it is lawful to contract to pay or reserve any discount, at any rate, and to contract for payment and receipt of any rate of interest; *provided, however,* that no greater rate of interest than six per cent. per annum shall be recovered in any action, except when the agreement to pay such greater rate of interest is in writing. This Act does not affect any existing contract or suit pending at the time of its approval.

Judgments.—A Judgment is conclusive on all parties, unless an appeal is taken to a higher court, when the judgment can be appealed against, or when taken up by a motion or writ of error, or motion for a new trial.

The Statute of Limitations does not run against a judgment, but survives so long as the debtor lives, and is a claim against his estate upon his decease.

Property attached on mesne process, is held in the hands of the officer, subject to the judgment lien for a space of sixty days after

210311

final judgment; and where a case is taken up by motion or writ of error to a higher court, and a stay of execution granted, the time during which the execution is stayed, is not computed to make up the sixty days.

Limitation of Action.—Actions of account, debts on book account, simple contract, and assumpsit or implied promise, or on contract not under seal, (except promissory notes, non-negotiable,) and trespass on the case, must be brought within six years.

Actions on contract under seal, and on promissory notes—not negotiable—must be brought within seventeen years.

Actions on entry on land must be brought within fifteen years from the time the right of such entry accrued.

Time of absence from the State is not computed.

Rights, &c., of Married Women.—A married woman cannot conduct business separate and apart from her husband, unless she has been abandoned by him, in which case she may carry on business, sue and be sued, in all respects as if unmarried.

She holds real estate to her separate use, but cannot convey the same, unless her husband joins in the deed.

Her personal estate is held by her husband as trustee, and he is entitled to receive the rents, profits and interests, and the same are not liable for his debts, except those contracted for the support of the wife and children, after the estate has vested in him.

No transfer of said estate by the husband is valid, unless the wife (or in case of her death, those in whom the estate shall have vested) join in a written conveyance.

Policies of Insurance for the benefit of the wife, whether made by the husband or any other person, enure to her sole and separate use against the claims by creditors or the representatives of the deceased husband: this will not apply where the annual premium paid is over $300, unless the same is paid out of the separate estate of the wife. A married woman's separate estate is liable for debts contracted by her before marriage.

When a married woman shall carry on business. and shall incur any debt or obligation on account of the same, or shall execute any note or instrument of writing, either alone or jointly with her husband, for the benefit of her sole estate, or for the benefit of their joint estate, she shall be liable for such debt or obligation, and may be sued therefor, either alone or jointly with her husband, and

her property may be taken in attachment and execution, as if she were unmarried.

Deeds of Trust are principally used for conveyance of Real estate to trustees, and governed by the law relating to conveyances of land.

DAKOTA TERRITORY.

Civil Arrests.—There is no imprisonment for debt, or arrests in civil actions.

Jurisdiction of Justice of the Peace.—In all cases where the amount in controversy does not exceed $100; but they have no jurisdiction of any matter in controversy when the title or boundaries of land may be in dispute.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.; there is no special statute.

Exemption.—The following property is exempt from execution:

All family pictures, all books and musical instruments for use of debtor's family, not exceeding $500 in value, pew in a church, family burying lot, all necessary wearing apparel of debtor and family; necessary household furniture not exceeding $500 in value; three cows, 10 swine, one yoke of oxen and one horse, 100 head of sheep and their lambs under six months old, and all wool of the same, and all cloth or yarn manufactured therefrom; all necessary food for above-named animals for one year's support, either provided or growing, or both, as debtor may choose; one wagon, one sleigh, two plows, one harrow, and other farming utensils, tackle for teams, not to exceed in value $300; all provisions and fuel necessary for one year's support of debtor and his family; the library and implements of any professional man, and the tools and instruments of any mechanic.

The homestead of any man or woman, not exceeding eighty acres of land, with dwelling-house and other improvements and appurtenances situated thereon, not included within any incorporated city, town or village, or instead thereof at the option of the owner, a lot of land not exceeding in amount one acre, being within an incorporated city, town or village, with the dwelling-house thereon.

No property, however, is exempt from sale for payment of taxes, or clerk's, laborer's or mechanic's wages.

Judgment.—Every Judgment, from the time of filing the transcript thereof, is a lien on the real estate of the defendant in the county for which the court is held.

Limitation of Action.—Actions upon contracts not in writing, expressed or implied; or upon a liability created by statute other than a forfeiture or penalty, must be commenced within six years.

Actions for taking, detaining or injuring personal property, must be commenced within four years after the cause of action accrued.

Actions upon a specialty, or any agreement contract, or promise in writing, must be commenced within 15 years after the cause of action arose.

Action for trespass on real property, within four years.

Actions for recovery of the title or possession of lands, tenements or hereditaments, must be brought within 21 years after the cause of action accrued.

Rights, &c., of Married Women.—Any married woman whose husband has deserted her, or from intemperance or other cause has become incapacitated, or neglected to provide for his family, may in her own name make contracts for her own labor and the labor of her minor children, and in her own name, sue for and recover her own and their wages.

Any married woman, in such case of desertion, incapacity or neglect, may file her petition in the Probate or District Court in the county in which she resides, alleging the same, and making her husband defendant thereto. And upon proof of such desertion, intemperance or incapacity, the court may in its discretion, make an order having the force and effect of a judgment, investing such woman with the rights, privileges and liabilities of an unmarried woman as to acquiring, holding and disposing of property, real and personal, making contracts and being liable thereon, and suing and being sued thereon in her own name. Provided, after such judgment, the husband shall not be liable upon any contract so made by her in her own name, or for any tort thereafter committed by her, unless such tort be committed by the direction, advice or consent of such husband.

DELAWARE.

Civil Arrests.—A defendant may be arrested in a civil action, upon a judgment obtained against him, after an execution has been issued, and it appears by the sheriff's return thereon that the defendant had not within the county sufficient goods and chattels wherewith to satisfy the debt and costs, or an affidavit to the same effect will suffice where fraud is alleged.

Jurisdiction of Justices of the Peace.—In all civil cases where the amount in dispute does not exceed $100.

Attachments.—An Attachment, as an original writ or mesne process, does not exist.

An Attachment, however, as a remedial or prohibitory process, may issue upon an affidavit made by the plaintiff, or some reputable person in his behalf, setting forth that the defendant is justly indebted to the plaintiff in a sum exceeding fifty dollars, and that he has absconded or left the State, with the intent to defraud his creditors, or to elude the service of process.

It may be issued against an inhabitant of the State upon the return of an officer of a summons or *capias*, issued ten days before the return-day, that the defendant cannot be found. Upon the sale of property so attached, *the proceeds are distributed pro rata among all his creditors.* As a foreign attachment, it may also issue against a defendant who resides out of the State, having property in the State, or against a foreign corporation, upon an affidavit made by the plaintiff, or some reputable person on his behalf, setting forth the sum justly indebted, and that the defendant is not a resident of the State. *The proceeds of the sale of a non-resident debtor goes to the plaintiff in the attachment.*

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.; there is no special statute.

Bills of Sale and Deeds of Trust must in all cases be recorded, to be valid.

Executions.—Before real estate can be levied upon, personal property must be first exhausted; and personal is bound for sixty days after the writ comes into the sheriff's hands, and an actual levy is made, the lien thus created remains in force for three years. After exhausting the personal property, the real estate may be sold if the debt and costs amount to more than seven years' rent of the

property; but if less, then the real estate is held by the plaintiff till the debt is satisfied.

Stay of Execution.—An Execution may be stayed for six months on a judgment rendered in default of affidavit of defence, provided security be given within twenty days after judgment.

Exemptions.—Kent County has no exemption law. There is no homestead law in this State.

In Newcastle and Sussex counties, the following articles, or other property of equal value, when the debtor does not own the specified articles, and in neither case exceeding $100 in value, are exempt from levy and sale on execution process. The necessary wearing apparel of the debtor, wife and children; bedstead, bed and bedding for every two persons; one iron stove used for warming the dwelling-house; fuel not exceeding in value $5; Bibles and school-books used in the family; one cow, one swine and one ton of hay; the library and tools or implements of the debtor, necessary for carrying on his business or trade, not exceeding in value $50; other household furniture necessary for the debtor and his family, not exceeding in value $25.

Interest.—The legal rate of interest is six per cent.: should a larger amount be contracted for or received, both prineipal and interest are forfeited.

Judgments.—A Judgment is a lien upon the real estate of the defendant, in the county for which such judgment is rendered. Judgments of a justiee of the peaee, become a lien on the real estate of a defendant, if a transcript of an execution returned "*nulla bona*"—no goods— be filed in the Superior Court.

Limitation of Action.—Actions on book aecount, trespass, replevin, detinue, debts not founded on specialty, must be brought within three years from the time the action aecrued.

Actions on promissory notes, bill of exchange, and acknowledgments under hand of a debtor, must be eommeneed within six years after the cause of action arose.

Actions for the reeovery of real estate must be brought within twenty years after the cause of action aeerued.

Rights, &c., of Married Women.—A married woman cannot conduct business separate and apart from her husband, unless she is living separate from, and is not supported by him, (by his default,) in which case she may conduct business, sue and be sued,

as if she were a single woman, so long as such separation continues; and all money or other property held by her during such separation shall be her own, and not liable for his debts. Real estate, mortgages, stocks and silver-plate, belonging to the wife at the time of marriage, or acquired during coverture, are not subject to his disposition, or liable for his debts, except judgments recovered against him for her liabilities before marriage; but she may not dispose of such property, nor create any encumbrance on her real estate, nor dispose of the rents thereof, nor of the interest of her stock and mortgages, without his consent in writing under seal. This provision does not affect him as tenant by curtesy; but with his consent as aforesaid, the proceeds of such sale as above authorized may be invested in her own name as her sole property, subject to the laws governing the principal. She cannot make a power of attorney.

DISTRICT OF COLUMBIA.

Civil Arrest or Imprisonment upon civil process, does not exist.

Jurisdiction of Justice of the Peace.—Exclusive jurisdiction of all civil causes where the sum in dispute does not exceed $5; original jurisdiction, where it does not exceed $50; and concurrent jurisdiction with the Supreme Court, when the amount in controversy does not exceed $100.

Attachments.—An Attachment, as a remedial or prohibitory process, may be issued upon the filing of a proper affidavit, upon the following grounds:—That the defendant is a non-resident, or evades the service of process, or has removed, or is about to remove his property from the District. The plaintiff must file a bond, with sufficient security, to cover all costs and damages which the defendant may sustain, if the attachment is wrongfully sued out.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.—there is no special statute.

Bill of Sale.—To make a Bill of Sale valid, the purchaser must take possession of the property. Deeds of Trust are not in use.

Chattel Mortgages are secured upon all kinds of personal property, but are required to be duly acknowledged and filed for record within twenty days.

Executions.—An Execution may issue upon a judgment, unless the same has been stayed by injunction, proceedings in error to the Supreme Court of the United States, and becomes a lien on the defendant's personal property subject to levy and sale.

Stay of Execution.—There is no stay of execution, except by injunction or writ of error.

Attachments.—It is provided by statute that no sheriff shall, by any attachment or any other execution whatsoever, levy, seize or take the goods and chattels of any of the inhabitants of this District, so far as to deprive them of all livelihood for the future; but that corn for necessary maintenance, bedding, gun, axe, pot and laborer's necessary tools, and such like household implements and provisions for subsistence, shall be protected from all attachments and executions whatsoever.

The necessary beds and bedding, not exceeding one bed for every two persons, belonging to the debtor's family, wearing apparel, and one cow, belonging to such debtor, against whose goods, chattels and effects a writ of *fieri facias* or execution shall be issued as aforesaid, shall not be liable to seizure and sale under such writ, but shall in all cases be exempt, together with the implements and tools of his trade, from the operation of the same, nor shall it be lawful for any person to distrain them for rent.

Interest.—The legal rate of interest is six per cent. Parties may, however, contract for interest not to exceed ten per cent. Should any amount greater than ten per cent. be contracted for in writing, or six per cent. by oral agreement, the whole amount of interest will be forfeited, and the person paying the illegal interest may recover the same by bringing suit within one year after it was paid.

Judgments.—A Judgment of the Supreme Court of the District of Columbia, is a lien on the real estate of the defendant, from the time of the rendition of such judgment. Judgments of justices of the peace become a lien in like manner, by filing a transcript of a certified copy of the judgment in the office of the clerk of the said Supreme Court.

Limitation of Action.—Actions of debt, replevin, case, and on simple contract, bills, notes and accounts, and other like actions, must be brought within three years after the cause of action arose.

Actions on bonds, judgments and other contracts under seal,

must be commenced within twelve years after the cause of action accrued.

Rights, &c., of Married Women.—A married woman may contract, and sue and be sued in her own name in all matters connected with her sole and separate property, in the same manner as if she were unmarried. The husband, however, is not bound by such contract, nor is he or any of his property liable for any recovery against her in any such suit; but judgment may be enforced against her separate property, by execution, in the same manner as if she were sole.

All property real or personal, of a married woman belonging to her at the time of marriage, or acquired during marriage in any other way than by gift from her husband, remains her absolute property as if she were a single woman; and the same is not subject to the disposal of her husband, nor liable for his debt. She may convey, devise and bequeath the same, or any interest therein, in the same manner and with like effect as if she were unmarried.

FLORIDA.

Civil Arrests.—A defendant may be arrested if he has been guilty of a fraud in contracting a debt, or assuming the obligation for which the action is brought, or in concealing and disposing of the property, for the taking, detention or conversion of which the action is brought, or to recover damages for fraud and deceit.

Also—When the defendant is a non-resident of the State, or about to remove therefrom, in an action for damages on a cause not arising on contract, injury to person or character, or for injuring, wrongfully taking, detaining or converting property.

Jurisdiction of Justices of the Peace.—In all civil cases where the amount in dispute does not exceed $50.

Attachments.—An Attachment may be issued as a remedial or prohibitory process, also to garnishee debts, in the same manner as in Arkansas.

Notes and Bills of Exchange.—There are no statutory regulations in regard to presentation, protest, notice, &c., of bills of exchange and promissory notes. The principles of the common law prevail.

Bills of Sale are not necessary to the transfer of personal property.

Deeds of Trust must be acknowledged and recorded.

Chattel Mortgages.—No mortgage of personal property is valid, unless the instrument is duly acknowledged and recorded in the county in which the property may then be in, unless the property be delivered and held in good faith by the mortgagee.

They are received for record upon same proof as a mortgage on real estate.

Executions.—An Execution becomes a lien on personal property from the time of its issue to the sheriff. Property may be sold under execution on the first Monday of each month throughout the year. The real estate as well as the personal estate, may be taken in execution.

Stay of Execution.—There are no stay laws in this State.

Exemptions.—It is provided by statute that $1000 worth of personal property shall be exempt from sale under any process of law, to the head of a family residing in the State; also, that a homestead to the extent of one hundred and sixty acres of land, or the half of one acre, if within the limits of any incorporated city or town, with the improvements thereon, shall be exempt from sale under any process of law, to the head of a family, except for taxes, or for the purchase-money, or for improvements thereon, or for house, field or other labor performed on the same.

In addition to the above exemptions, it is provided that there shall be and remain exempt from sale by any legal process of the State, to the head of a family residing therein, such property as she or he may select, to the amount of $1000, provided the debt was contracted, liability incurred, or judgment obtained before the 10th day of May, 1865; or the same is for the purchase-money, taxes or labor performed on the same.

Interest.—The legal rate of interest is eight per cent., but money may be loaned at any rate of interest. There is no usury law in force.

Judgments.—A judgment is a lien upon the real estate of the defendant, in the county in which such judgment is rendered. If the judgment be recorded in any other county, it becomes a lien on any real estate of the defendant in such county.

Limitation of Action.—Actions on an open account for goods, wares and merchandise sold and delivered, and an action for

any article charged in a store, must be brought within four years after the cause of action accrued.

Actions on instruments of writing not under seal, must be commenced within five years after the cause of action accrued.

Actions upon a liability created by statute, other than a penalty or forfeiture; actions of trespass, for relief on ground of fraud, for taking and detaining goods, for specific recovery of personal property, and on a contract not founded on an instrument of writing, except an action for goods sold on open account, must be commenced within three years after the cause of action accrued.

Actions on a judgment, and on a special contract, must be brought within twenty years after the cause of action arose.

Actions for the recovery of real property must be commenced within seven years after the cause of action accrued.

By the 19th section of the new act of limitations, (February 29th, 1872,) it is provided that all actions not heretofore barred by statute, or that will be barred within sixty days from its passage, are not affected by the limitations of this act, until six months from the date of its approval. How this provision will affect suits for the recovery of old claims, is a mooted question.

Rights, &c., of Married Women.—A married woman cannot conduct business separate and apart from her husband; nor can she sue and be sued; but must be joined with her husband. The property of a married woman cannot be disposed of by her husband, nor is it liable for his debts; but in order to protect the property from the rights of her husband and his creditors, all her property, both real and personal, which she may possess at the time of her marriage, or which she may subsequently acquire, must be recorded in the office of the Circuit Court, clerk of the county in which such property is situated, within six months after her marriage or after such acquisition.

A married woman can only sell, convey, transfer or mortgage her real estate when the husband joins in the deed, which must be properly acknowledged and recorded.

GEORGIA.

Civil Arrests.—Arrest in civil actions or imprisonment for debt, is prohibited.

Jurisdiction of Justice of the Peace.—In all civil cases where the amount in controversy (exclusive of interest) does not exceed $100; but in cases where the amount claimed is more than $50, an appeal lies to the Superior Court.

Attachments.—An Attachment may be issued as a remedial or prohibitory process, also to garnishee debts, in the same manner and upon the same grounds as in Alabama.

Notes and Bills of Exchange.—The notice of non-payment and protest for non-payment or non-acceptance is not necessary, except when the note is made payable at a chartered bank. An accommodation endorser is considered merely as a surety. A public holiday which falls on Sunday is celebrated on the Monday following, and a note coming due on either such Sunday or Monday, does not become due or payable until the Tuesday following. The common law or law-merchant governs in all other respects.

Bills of Sale and Deeds of Trust.—An assignment or transfer by a debtor of real or personal property to any person in trust for the benefit of creditors, when any benefit is reserved to the assignor, or any person for him, is void. An insolvent debtor may prefer one creditor to another, and for that purpose, he may *bona fide* sell in payment of the debt, or transfer by deed of trust, his property, provided there is no surplus reserved for his own benefit, or the benefit of any other favored creditor, to the exclusion of his other creditors.

Bills of Sale or Deeds of Trust of personal property, are not required to be recorded.

Deeds of Trust to real estate, and Bills of Sale to personal property, may be made to secure a debt, and although the vendor takes bond for titles back to himself, upon payment of such debt, such a conveyance shall not be considered a mortgage, but confers absolute title, not subject, however, to liens or other encumbrances against the estate of the vendee, until after failure to pay the debt by the vendor, provided the debtor, if a married man, first obtains the consent of his wife to such transfer.

Chattel Mortgages may be secured on all kinds of personal property. Where a stock of goods is thus mortgaged, the lien is lost on articles disposed of by the mortgagor up to the time of purchase, and becomes good against the articles purchased to supply their place.

A mortgage upon property not within the State, must be recorded within six months after the property is brought in.

Executions may issue on judgment at any time, until the judgment is barred by the Statute of Limitation. All property of the defendant, both real and personal, may be levied upon. The mere issuing of an execution has no effect. It is, however, incident to executions that a return of a levy or *nulla bona*—or no goods—entered thereon by the sheriff or other officer authorized to execute and return the same, interrupts the Statute of Limitations on the judgment, which runs anew from the date of such entry.

Stay of Execution.—Executions may be stayed for sixty days from adjournment of the court at which judgment was obtained, upon the defendant giving bond with good security for the payment of such judgment within said time; if he fails to pay said judgment, execution may then issue against such defendant and his surety, without further proceedings.

Exemptions.—The head of a family, guardian or trustee of minors, is entitled to an exemption of $2000 in gold in realty, and $1000 in personalty against all debts except taxes, money borrowed and expended in the improvement of such property, purchase-money of the same, labor done thereon, materials furnished therefor, or removal of encumbrances thereon. Such property, when set apart, shall be for the use of such family or minors; nor can the husband encumber or alienate the same, without being joined therein by the wife, which must be approved by the court or ordinary.

Judgments.—A judgment, from date of rendition, prevents the defendant from alienating or disposing of his property, and operates as a lien upon all his property, both real and personal, wherever situated in the State, *except* promissory notes, bills, accounts, contracts, and other rights in action. All judgments obtained at the same term of a court, are held to be of equal date. Lien of a judgment is lost when property of the defendant has been *bona fide* and for a valuable consideration sold, and the purchaser has been

in possession for four years, if real property, and two years, if personal property.

Limitation of Action.—Actions upon open account, or for breach of any contract, not under hand of the party sought to be charged, must be commenced within four years after the right of action accrued.

Actions on notes, bills of exchange, or other simple contracts, must be brought within six years after the right of action accrued.

Actions on special contracts must be brought within twenty years after the cause of action arose; but no instrument is considered as under seal, unless so mentioned in the instrument.

Suits on judgments, recovered or obtained out of this State, must be brought within five years, after same is obtained.

Rights, &c., of Married Women.—The wife, by consent of her husband, evinced by notice for one month published in a public gazette, may become a free trader, and can sue and be sued in the same manner as if she were a single woman.

All the property of the wife at the time of marriage, or which she acquires, inherits or receives by donation during coverture, vests in and belongs to her free from the debts, default or contract of the husband, and may be administered to by her as a single woman.

IDAHO TERRITORY.

Arrests.—There is no imprisonment for debt or arrest on civil action.

Jurisdiction of Justices of the Peace.—In all civil cases where the sum in controversy or damages claimed does not exceed $100; but they have no jurisdiction of any matter where the boundaries of land is in dispute.

Interest.—The legal rate of interest is seven per cent. per annum, but parties may contract up to twenty-four per cent., beyond that is usurious, and the lender forfeits both principal and interest; but should the lender before the debt is due, in good faith, remit the usurious rate, the contract will be valid.

ILLINOIS.

Civil Arrests.—No person can be imprisoned for debt, unless upon refusal to deliver up his estate for the benefit of his creditors, in such manner as is prescribed by law, or in cases where there is a strong presumption of fraud.

Jurisdiction of Justice of the Peace.—In all civil cases (except actions on the case) where the sum in controversy does not exceed $100; and in all misdemeanors where the fine does not exceed $100.

Attachments.—A writ of attachment may be issued as a remedial or prohibitory process, upon the plaintiff or some one in his behalf making an affidavit, setting forth that the defendant has left or is about to leave the State, with the intention of having his property removed from the State, to the injury of the plaintiff, or that he conceals himself to prevent the service of process, or that he is not a resident of the State, or has fraudulently conveyed or assigned his property or effects, so as to hinder or delay his creditors, within two years prior to the filing of such affidavit, or has fraudulently concealed or disposed of his property so as to hinder or delay his creditors within said two years, or that such defendant is about to fraudulently conceal, assign, or otherwise dispose of his property or effects, so as to hinder or delay his creditors.

Notes and Bills of Exchange.—A memorandum in writing, duly signed by the debtor, specifying the amount of indebtedness, and being an acknowledgment of such debt, holds good against him in all respects as a Promissory Note. All bills and notes are assignable by written endorsement only, but are not negotiable so as to bind an endorser who can only be bound by the holder suing the maker at the first term of Court after maturity, and he must pursue the maker to insolvency, before he can sue the endorser. A protest for non-payment is of no value. If not made or endorsed in this State, the law of the State where it was made will govern the liability of the maker or endorser.

Bills of Sale and Deeds of Trust are only valid, when duly recorded, or the property transferred is taken possession of by the purchaser.

Chattel Mortgages are not valid, as to third parties, unless the instrument is duly recorded, or the property is delivered into possession of Mortgagee.

Executions.—An Execution from a Justice of the Peace, cannot be issued until the expiration of twenty days after the judgment has been rendered; except when oath is made that there is danger of the debt being lost, when it may be issued immediately upon the rendition of the judgment; such execution is a lien upon personal property of the defendants in the County where it is issued, and is valid for seventy days from the date thereof. To reach real estate a transcript of the Justice's Docket must be filed in the office of the Clerk of the Circuit Court, upon which execution may be issued by that clerk.

An Execution from the Circuit Court may be issued immediately after the term closes, except when oath is taken that there is danger of the debt being lost, in which case it may be issued upon the rendition of the judgment.

All real estate sold under execution is subject to redemption under following provisions: If the debtor shall, within one year from the time of such sale, pay to the purchaser thereof, or to the Sheriff for the benefit of the purchaser, the sum of money paid therefor, with interest at the rate of ten per cent. per annum from date of sale. The judgment-creditor may, at any time, redeem the land so sold, after the expiration of twelve months and before the expiration of fifteen months, upon paying to the Sheriff the amount of money for which said premises have been sold, with interest from the date of such sale, at the rate of ten per cent. per annum, for the use of the purchaser thereof; upon which the same shall be again advertised and offered for sale. At such re-sale the judgment-creditor shall be considered to have bid the amount of said redemption-money paid by him, and if no higher bid shall be made, the judgment-creditor is declared to be the purchaser thereof. But if a higher bid is made, the excess is applied as a credit on the execution.

The land may again be redeemed as long as the judgment-debtor is disposed to redeem it as above; but after the lapse of sixty days without redemption, the property shall be conveyed to the last purchaser.

Stay of Execution.—There are no stay laws.

Exemptions.—The following property is exempt from sale under an execution of this State: All necessary wearing apparel, necessary bedsteads and bedding; the necessary utensils for cook-

ing, necessary household furniture, not exceeding $15 in value; one weaving-loom and appurtenances, one stove and pipe, one milch cow and calf, two sheep, and the fleeces taken from the same, or the fleeces from two sheep for each member of a family, which may have been purchased by any debtor not owning sheep, and the yarn or cloth that may be manufactured for the same, and $60 worth of property suited to his or her condition or occupation in life; necessary provisions and fuel for the use of the family for three months, and necessary food for the stock so exempted from sale.

In addition to the above, there shall also be exempted from levy or forced sale, all family pictures, school books and the family library, household furniture of the debtor of the value of $100, one yoke of oxen, or one horse, not to exceed $100 in value, with the harness therefor, and one plow and harrow.

A low of land and the buildings thereon to the value of $1000, owned and occupied as a residence by the debtor, being a householder and having a family, are also exempt.

Interest.—The legal rate of interest is six per cent. per annum, but it is lawful for parties to contract for ten per cent. All penalties for usury have been abolished.

Judgments.—A judgment is a lien upon the real estate of the debtor, in the County wherein judgment was rendered. The lien holds good for seven years, provided execution issues within one year, from the rendition of judgment.

Limitation of Action.—All actions founded upon accounts, book accounts, orders or promises not in writing, express or implied, actions of trespass, detinue, trover and replevin, must be commenced within five years, after the cause of action accrued.

All actions founded upon any Promissory Note, simple contract in writing, bond, judgment, or other evidence of indebtedness in writing, must be commenced within sixteen years, after the cause of action accrued.

Rights, &c., of Married Women.—A married woman is entitled to receive, use and possess her own earnings and sue for the same in her own name, free from the interference of her husband or his creditors. She cannot, however, be sued at law in her own name, but may in equity.

All the property, both real and personal, belonging to any married woman as her sole and separate property, or which any woman hereafter married (since 1864) owns at the time of her marriage, or which any married woman, during coverture, acquires in good faith from any person other than her husband by descent, devise or otherwise, together with all the rents, issues, increase and profits thereof, shall, notwithstanding her marriage, be and remain during coverture, her sole and separate property, under her sole control, and be held, owned, possessed and enjoyed by her the same as though she were sole and unmarried, and shall not be subject to the disposal, control or interference of her husband, and shall be exempt from execution or attachment of the debts of her husband.

INDIANA.

Civil Arrests.—A defendant can only be arrested on a civil process in cases of actual fraud, or when he is about to leave the State, taking with him property subject to execution, not leaving sufficient to satisfy plaintiffs' demand, all of which must appear by affidavit.

Jurisdiction of Justice of the Peace.—In all civil cases where the sum in dispute does not exceed $200.

Attachments.—An Attachment may be issued as a remedial process, upon filing bond and making affidavit upon the following grounds:

Where the defendant is a non-resident, or a foreign corporation; where he is secretly leaving or has left the State with the intention of defrauding his creditors, or if he conceals himself for the purpose of preventing the service of a summons.

Also, if the defendant is removing or is about to remove his property, or any part thereof out of the State, without leaving sufficient to satisfy the claim of the plaintiff; or where the defendant has sold or conveyed, or otherwise disposed of his property, or suffered or permitted it to be sold, with the fraudulent intent to cheat, hinder or delay his creditors, or if he is about to sell, convey, or otherwise dispose of his property with such intent.

Notes and Bills of Exchange.—The law-merchant is in force as to Bills of Exchange. Promissory notes not made payable

at a bank or payable in general, are assignable but not negotiable so as to bind the endorser. The maker can avail himself of any defence against the assignee which would be available against the payee, if such defence arose before the maker had notice of the assignment.

No protest or notice is necessary to hold the endorser of a note on a note not payable at a bank in this State; but to hold the endorser liable to an action upon the endorsement, the holder must proceed against the maker and obtain judgment at the first term of the court after the maturity of the note, and prosecute the defendant to insolvency, except the maker is notoriously insolvent at the maturity of the note, in which case the endorser may be sued in the first instance.

Bills of Sale must be in writing and recorded within ten days, the property must be taken and held by the purchaser.

Deeds of Trust are almost out of use.

Chattel Mortgages are only valid as to third parties, when the possession of the property is delivered to the mortgagee, or the mortgage is duly acknowledged and recorded.

Executions may issue at any time within five years after rendition of judgment. Executions from a Court of Record may be issued to any county in the State; but they give no priority of lien except over writs issued by a court which is not a Court of Record. They operate as a lien upon personal property of the defendant in the county, from the time of its delivery to the Sheriff, in cases where execution is issued to another county than the one in which judgment is rendered.

Exemptions.—Property to the amount of $300 either real or personal is exempt from levy and sale on execution, to a resident householder.

The debtor has the right to select the property to be exempt.

Interest.—The legal rate of interest is six per cent. per annum, but ten per cent. may be taken if the party to be charged shall sign a written agreement to that effect. The rate of interest can in no case exceed ten per cent. per annum, but it may be taken yearly, or for any shorter period, in advance. All interest exceeding ten per cent. per annum is deemed usurious and illegal, as to the excess only, and in any action upon a contract, affected by such usury, such excess may be recouped by the defendant.

Judgments are a lien upon the real estate of the defendant, in the county where rendered, or where a transcript of the judgment has been filed in the office of the clerk, and remains a lien for ten years, and may be revived for ten years further. Judgments in the Federal courts, are a lien upon the real estate of the defendant, throughout the State.

Limitation of Action.—Actions on accounts, contracts not in writing, rents and profits of real property, for taking, detaining and injuring goods, must be brought within six years, after the cause of action accrued.

Actions upon contracts in writing, judgments of a Court of Record, and for the recovery of possession of real estate, must be commenced within twenty years after the cause of action accrued.

Time of absence, or if a party is a non-resident of this State, is not computed, except the action be barred by the laws of the State where the party resides.

Rights, &c., of Married Women.—A Married Woman as a sole trader, cannot bind herself upon her contracts for goods in the ordinary way; but she may make contracts concerning her separate realty, as if she were a single woman, and the courts will sustain them; at the same time she is not held liable in a personal action to be enforced by a personal judgment upon her contracts, but they are to be enforced by a decision in equity for the satisfaction of the same by appropriating the rents and profits, or by a sale of the property in a proper case.

Real Estate held by a married woman and personal estate held at the marriage or afterwards acquired by gift or bequest, are held to the separate use of such married woman, and are not subject to the debts of the husband.

A married woman may convey or encumber her real estate by joining in a deed with her husband.

IOWA.

Civil Arrest.—There can be no arrest in civil cases, or imprisonment for debt, except in proceedings supplemental to execution, where property has been fraudulently concealed or disposed of.

Jurisdiction of Justice of the Peace.—In all civil cases except cases by equitable proceedings and cases where the title to real estate may be in question, where the sum in controversy does not exceed $100, and by consent of the parties, it may be extended to any amount not exceeding $300.

Attachments.—Upon entering a bond in double the amount of the claim, and filing an affidavit, an attachment as a remedial or prohibitory process, may be issued upon the following grounds:—That the defendant is a foreign corporation, or a non-resident; that he is about to dispose of or remove his property out of the State, without leaving sufficient for the payment of his debts; that he has disposed of his property, or any part thereof, with intent to defraud his creditors; or that he is about to dispose of his property with that intent; or that he has absconded or concealed himself so that an ordinary process cannot be served upon him; or that he is about to remove permanently out of the County or State, and has property therein not exempt from execution, with which he refuses to pay or secure the debt due the plaintiff.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c. There is no special statute.

Bills of Sale are in use, and property may be sold by the sheriff upon the terms therein fixed.

Deeds of Trust must be foreclosed by action, under the same laws for foreclosure of mortgage.

Chattel Mortgages are only valid as to third parties, when the possession of the property is retained by the mortgagor, when the mortgage has been duly acknowledged and recorded.

Executions.—Executions may issue at any time after the judgment has been rendered, until barred by the Statute of Limitation, and may become a lien upon the defendant's property in another county by filing a transcript thereof in said county.

No property, real or personal, shall be sold on execution for less than two-thirds of the appraised value thereof.

The real estate of a debtor may be redeemed at any time within one year: he has the exclusive right within six months, but after that time his creditors may redeem the same in the order of priority of lien.

Stay of Execution.—Execution may be stayed, upon the defendant giving sufficient security as follows:

If the judgment does not exceed				$5,	for 1 month.
"	"	"	"	20,	2 months.
"	"	"	"	40,	3 "
"	"	"	"	60,	4 "
"	"	"	"	100,	6 "
"	"	"	"	150,	9 "

And if it does exceed $150, then for 12 months. No stay can be had when the defendant is surety in stay of execution, nor when the plaintiff is a laboring man.

Exemptions.—The following property is exempt from execution:—All necessary wearing apparel in actual use; the proper tools, instruments or books of any farmer, mechanic, surveyor, clergyman, lawyer, physician, teacher or professor; the horse or the team, consisting of not more than two horses or mules, or two yoke of cattle, and the wagon or other vehicle, with the proper harness, by the use of which any physician, public officer, farmer, teamster or other laborer, earns his living; all private libraries and family pictures or paintings; a pew in church; and an interest in a public or private burying-ground, not exceeding one acre.

If the debtor is the head of a family, there is further exempted from sale, his homestead, except for mechanics' liens, or a debt contracted prior to the purchase thereof; if the homestead is within a town, not to exceed half an acre; if without, it is limited to 40 acres, and not over $500 in value; also 50 head of sheep, and the wool thereof, 5 hogs and all pigs under six months of age, and the necessary food for animals for sixty days; all provisions and fuel for six months, and all farming utensils and tools for the use of the debtor's family.

Interest.—The legal rate of interest is six per cent. per annum; but a contract to pay ten per cent. is valid. More than ten per cent. is usurious, and entails a forfeiture of ten per cent. to the school fund, the plaintiff being only allowed to recover the amount loaned, without interest or costs.

Judgments are a lien upon the real estate of the defendant, owned by him in the county in which the judgment is rendered, and also upon any property he may subsequently acquire. By filing an attested copy of the judgment in other counties, it acts as a lien

on the property of the defendant in such counties. The liens continue in force for a period of ten years.

Limitation of Action.—Actions on unwritten contracts must be commenced within five years after the cause of action accrued.

Actions on written contracts or for the recovery of real property, must be commenced within ten years after the cause of action arose.

Actions on judgments rendered in any courts of record, must be commenced within twenty years.

Rights, &c., of Married Women.—A married woman may conduct business separate and apart from her husband, and sue and be sued, in the same manner as if she were a single woman.

The personal property of the wife does not vest at once in the husband, but if left under his control, will, in favor of third persons acting in good faith, and without knowledge of the real ownership, be presumed to have been transferred to him. But she may avoid such surrender by filing for record a notice stating the amount of such property, and that she has a claim therefor; and if, during her lifetime, he dies or becomes insolvent, she is deemed a preferred creditor to that amount without interest, but not as to creditors without knowledge, who become such after the property is placed under the husband's control, and before the filing of such notice.

The wife must prove the amount of such property; but after five years, the notice is presumptive evidence. Property which ordinarily passes only by written evidence of transfer, is presumed, without notice, to belong to the wife, unless she received it from the husband. He is not liable upon contracts relative to her separate property, or purporting to bind herself alone, nor is her property or income liable for his debts. Family expenses, education of children, &c., are chargeable upon the property of both or either; they may be sued jointly, or the husband separately. When abandoned by her husband, the wife may obtain permission to act as if sole.

KANSAS.

Civil Arrest.—Imprisonment for debt is abolished except in cases of fraud, in which case it must be shown that the defendant has removed, or commenced to remove, his property without the jurisdiction of the court for the purpose of defrauding his creditors,

or that he has commenced to convert his property into money, so that he can place it out of the reach of his creditors; or if he fraudulently conceals his property or rights of action; or when he has made an assignment, or disposed of his property, with the intention of defrauding his creditors; or that he has fraudulently contracted the debt or assumed the obligation for which the action is brought.

Jurisdiction of Justice of the Peace.—They have original jurisdiction in all civil cases for the recovery of money, where the amount claimed does not exceed $300; also to try the action of forcible entry and detention, or detention only on real property. To issue orders of attachments in certain cases, and jurisdiction of actions for the recovery of personal property, when the value of the property does not exceed $100.

Attachments.—An Attachment may be issued upon the following grounds: when the defendant is a foreign corporation or a non-resident, or has absconded with intent to defraud his creditors, or has left the county of his residence, or otherwise conceals himself to prevent the service of summons; or when he is about to remove or convey his property or any part thereof, with the intent to defraud his creditors; or where he has property or rights in action which he conceals; or where he fraudulently contracted the debt or incurred the obligation for which suit is about to be, or has been brought; but an attachment shall not be granted on the ground that the defendant is a foreign corporation or non-resident of the State, for any claim other than a debt or demand arising upon contract, judgment or decree, unless the cause of action arose wholly within the limits of this State.

An Attachment may be issued upon a claim not yet due, upon the following grounds: That the defendant has sold, conveyed or otherwise disposed of his property for the purpose of defrauding his creditors, or to hinder or delay them in the collection of their debts; or is about to make such sale or conveyance, or disposition of his property with fraudulent intent, or is about to remove his property, or a material part thereof, with the intent to cheat or defraud his creditors, or to hinder or delay them in the collection of their debts.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c. There is no special statute.

Chattel Mortgages, to be valid as to third parties, where

the property remains in possession of the mortgagor, must be duly acknowledged and recorded, and become void in one year, unless within thirty days next preceding the expiration of such year, and each year thereafter, the mortgagee or some one in his behalf, shall make an affidavit showing the interest of the mortgagee in the property at that time, and the amount yet due thereon.

Executions.—An Execution may be issued immediately upon the rendition of judgment, or at any time within five years thereafter. An execution from a justice's court must be issued before the expiration of ten days from the date judgment was rendered. Executions must first be levied upon the personal property of the debtor, and if none, or if not sufficient to satisfy the execution, it may then be levied upon his real estate.

No property shall be sold for less than two-thirds of the appraised value thereof.

Stay of Execution.—There can be no stay of execution when issued by the District Court, unless the case is removed to the Supreme Court, and a bond with security filed.

Upon filing a bond with good security, stay of execution may be had in Justice's Court as follows:

If the judgment does not exceed $20, for 30 days.
" " " " 50, 60 "
" " " " 100, 90 "

And if it does exceed $100, then for 120 days.

Exemptions.—The exemption from sale on execution is one hundred acres of land, if not situated in a city; if in a city, one acre, provided it is occupied as a homestead by a family; all household furniture, wearing apparel, tools of a mechanic, artisan or farmer, libraries, musical instruments, horses, oxen and other animals or cattle in actual use.

Interest.—The legal rate of interest is seven per cent. per annum, but a contract to pay any rate of interest not exceeding twelve per cent. is valid. Usury will entail the forfeiture of all interest. When no interest is specified in a contract on which judgment has been obtained, the judgment will bear interest at the rate of seven per cent. per annum, but should the contract specify the interest it bears, the judgment will bear the same rate of interest, provided it does not exceed twelve per cent.

Judgments.—A Judgment of a court of record is a lien on the

real estate of the defendant within the county in which the judgment is rendered, and in any other county, by filing a certified copy of the judgment in the office of the District Court of such county. Judgments of justices of the peace also become liens by filing a transcript of the judgment in the office of the District Court.

Limitation of Action.—Actions on contract not in writing, express or implied; actions on specialty, or any agreement in writing, must be commenced within three years after the cause of action accrued.

Actions for trespass, for taking, detaining or injuring personal property; actions for the specific recovery of personal property, must be commenced within two years after the cause of action arose.

Actions for the recovery of the title or possession of real estate, must be brought within fifteen years after the cause of action accrued.

Absence from the State is not computed.

Rights, &c., of Married Women.—A married woman can conduct business separate and apart from her husband, and can sue and be sued as if she were a single woman.

The real and personal property owned by her at the time of her marriage, with the profits and proceeds arising therefrom, together with any property coming to her by descent, devise or bequest, or as the gift of any person except her husband, remain her sole and separate property, and cannot be disposed of by her husband, nor is it liable for his debts.

KENTUCKY.

Civil Arrests.—Upon a bond for double the amount of the claim is given, a defendant may be arrested in a civil action, where it is shown that he is about to depart from the State with intent to defraud his creditors; has concealed or removed his property from the State, or so much thereof that the process of the court, after judgment, cannot be satisfied; or where the defendant has money or securities for money, or evidences of debt, in the possession of himself, or of others for his use, and is about to depart from the State without leaving sufficient property therein to satisfy plaintiff's claim.

Jurisdiction of Justice of the Peace.—In all cases for the recovery of money or personal property, where the value of the same, exclusive of interest and costs, does not exceed $50; and in Jefferson County, to the extent of $100, exclusive of interest and costs.

Attachments.—As a remedial or prohibitory process, an attachment may be issued against the property of the defendant, or of a garnishee, who is a person holding property of defendant, as a security for the satisfaction of such judgment as may be recovered upon filing a bond with sufficient security, and filing an affidavit setting forth any of the following grounds:

1st. Where the defendant is a foreign corporation or a non-resident of the State; or one who has been absent therefrom four months; or

2d. Has departed from the State with the intent to defraud his creditors, or has left the county of his residence, or otherwise conceals himself to avoid the service of process; or

3d. Has removed or is about to remove his property, or a material part thereof, out of the State, not leaving sufficient therein to satisfy the plaintiff's claim; or

4th. Has sold, conveyed or otherwise disposed of his property, or suffered or permitted it to be sold, with the fraudulent intent to cheat, hinder or delay his creditors; or is about to sell, convey or otherwise dispose of his property with such intent. An attachment may be issued upon a claim not yet due, upon the same ground and in like manner as in Kansas.

Notes and Bills of Exchange.—Bills of Exchange are governed by the common law. The endorser of a promissory note is discharged unless suit is brought by the holder against the maker at the first court held after its maturity, and prosecutes the maker to insolvency. A Protest is valueless to bind an endorser. Notes discounted by an authorized discount bank, are governed by the rules of common law as to protest, &c.

Deeds of Trust.—A Deed of Trust, conveying a legal or equitable title to real or personal property, is not valid against a purchaser for a valuable consideration, with notice thereof, or against any creditor, until such deed has been duly acknowledged, proved and filed for record.

All *bona fide* deeds of trust take effect in the order they are

acknowledged, proved and filed for record. In every conveyance for the benefit of creditors, the trustee or assignee must appear in the county where the instrument has been recorded, and take an oath to faithfully execute the trust, and give bond with good security, payable to the grantor. Any person injured by breach thereof, may sue on said covenant.

Assignments in contemplation of insolvency, and to preferred creditors, are void, and may within six months be made by proceedings in court, to operate as a general assignment for the benefit of all the creditors.

Chattel Mortgages are only valid where possession of property is delivered to mortgagee.

Executions.—Executions issue from the Louisville Chancery Court within fifteen days, from the Circuit Court within ten days, and from the Justices' and County Courts within five days from the date that judgment is rendered. They create a lien on the estate of the defendant only from the time they are placed in the hands of the proper officer to execute.

Executions issuing from the Justices' and County Courts, are liens only upon the personal estate of the debtor.

Stay of Execution.—An Execution may be stayed at any time before sale, for three months, upon the defendant filing bond with good security for the debt, costs, and half the officers' commissions.

Exemptions.—The following property is exempt from execution under any process of law: one work beast or yoke of oxen, one plow, one axe, one hoe, two cows and calves, household furniture to the value of $100; a dwelling-house with lot and appurtenances, to not exceed in value $1000; the libraries of clergymen, lawyers, physicians and surgeons, and their instruments, to the value of $500.

Interest.—The legal rate of interest is six per cent. per annum, where no rate is mentioned.

On contracts reduced to writing, ten per cent. per annum is permitted.

After the death of an obligor, only legal interest is allowed on contracts, or after the contract matures. If any rate of interest exceeding ten per cent. per annum be charged, the whole interest will be forfeited.

Judgments.—In this State, a judgment is not a lien upon the

real estate of the defendant, until an execution is issued and placed in the hands of the proper officer.

Limitation of Action.—Actions upon accounts between merchants, on contracts, express or implied, not in writing, trespass, bills of exchange, drafts, or upon promissory notes placed upon the footing of bills of exchange, or for relief on ground of fraud, must be brought within five years.

Actions for personal damages, breach of promise, accounts between retail merchants and consumers, must be brought within one year from the time the cause of action accrued.

Actions upon contracts in writing, and judgments rendered in any court, must be brought within 15 years.

Actions for the recovery of real estate must be commenced within 15 years, and no disability whatever can extend the time longer than thirty days.

Rights, &c., of Married Women.—A married woman may act as if she were single, where the husband abandons her and lives separately and apart from her, or abandons her and leaves the State without making sufficient provision for her maintenance, or where he is confined to the penitentiary for an unexpired term of more than one year. She may also be empowered to act in this capacity by a decree granted by a court having chancery jurisdiction within the county of their residence in this State, on the joint petition of husband and wife, and on satisfactory evidence.

Property of any kind may be settled upon a married woman as her own separate estate, free from the control and management of her husband, and from his debts and liabilities; and if the same be settled by deed or devise, she can hold it, either with or without the intervention of a trustee. She can dispose of her separate estate only in the manner directed in the instrument conveying it to her. Her separate estate is liable for her own debts and responsibilities contracted or incurred before marriage, and for such as are contracted after marriage, for necessaries for herself or any member of her family, (her husband included,) as shall be evidenced by writing signed by herself and husband.

LOUISIANA.

Civil Arrests.—A debtor may be arrested, but only as security to answer suit, but under it he cannot be held for the payment of the debt.

Jurisdiction of Justice of the Peace.—In all civil cases, where the amount in controversy, exclusive of interest, does not exceed $100. An appeal lies to the Parish Court, when the amount, exclusive of interest, exceeds $10.

Executions.—A writ of provisional seizure may issue in the following cases: when a plaintiff sues on a title by which a confession of judgment is imported; when property has been abandoned, or the owner unknown or absent, it is not necessary for the plaintiff to give bond in order to obtain a provisional seizure, but he is liable for any damages.

Writ of sequestration, will issue against any property upon which the plaintiff has a lien or privilege, but a plaintiff before the issue, must annex to the petition the affidavit of himself or attorney, stating the cause of action, and must execute his obligation in favor of the defendant for such sum as the judge shall determine.

A Writ of Attachment may be issued upon a plaintiff's petition, alleging one of the following causes: That the defendant resides out of the State, or has permanently left, or is about to leave; that he is concealing himself to avoid the service of process; or that he has, or is about to dispose of his property, with the intent to defraud his creditors.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.

Execution.—Execution may be issued at any time after judgment has been rendered, and becomes a lien upon the personal estate of the defendant, from the time it is delivered to the Sheriff.

The property levied upon must be appraised, and at the sale under execution must realize at least two-thirds of such appraised value, and if it cannot be sold at such sale for cash, it may be sold at the expiration of fifteen days from such first sale-day, on a credit of twelve months, to the highest and best bidder, who must give bond with security for the payment of the purchase-money, with interest.

Stay of Execution.—There are no stay laws in this State.

Exemptions.—The following property is exempt from levy and sale on execution: All the necessary wearing apparel of the debtor and his family, tools necessary to the exercise of his trade or profession, household furniture to the amount of $250, the farming implements and working cattle, with their fodder, and provisions and supplies necessary for the carrying on of the plantation for one year.

A lot, and the buildings thereon to the value of $1000, occupied as a residence by the debtor and his family, except for taxes, or for the purchase-money, or for debt contracted prior to the recording of the exemption. But a debtor whose wife owns in her own right, and is in the actual enjoyment of property exceeding $1000 in value, is not entitled to this exemption.

Interest.—The legal rate of interest is five per cent. A contract to pay eight per cent. is valid; and a higher rate may be stipulated for, if embodied on the face of the obligation, or if it be collected by way of discount. It is however expressly enacted, that any rate higher than eight per cent. after the maturity of any obligation is illegal, and any contract to this effect will forfeit the entire amount of the interest.

Judgments.—A Judgment is a lien upon the real estate of the defendant, in any parish, (county,) from the time of its being recorded in such parish.

Limitation of Action.—Actions on open accounts must be commenced within three years, from the time the cause of action accrued.

Actions on Bills of Exchange and promissory notes, must be commenced within five years.

Actions on judgments rendered by any court, must be commenced within ten years, from the time such judgment was rendered.

Actions for the recovery of real estate, must be commenced within twenty years.

Rights, &c., of Married Women.—A Married Woman is considered a public merchant if she carries on a separate trade, in which case she can obligate herself in any thing relating to her trade; her husband is also bound when there is a community of property.

The separate property of a married woman cannot be disposed of by the husband, and she can manage it herself, unless there is a marriage contract to the contrary.

A Partnership exists in all property acquired during marriage, but the parties may limit it, or agree that it shall not exist; in which case there are provisions reserving to the wife the administration and enjoyment of her property, and the power of alienating it as if paraphernal, without reference to the expenses of the marriage and liability of the husband. This partnership consists of the profits of all the effects of which the husband has the administration and enjoyment, either of right or in fact; of the produce of the reciprocal industry and labor of both husband and wife; and of the estates which they may acquire during marriage, either by donations made jointly to them both, or by purchase, or in any similar way, even though the purchase be in the name of one, and not of both. Debts contracted during marriage enter into this partnership, and must be acquitted out of the common fund; but those contracted before marriage, out of individual effects.

MAINE.

Civil Arrests.—A defendant may be arrested in an action founded on contract, where the debt exceeds ten dollars. and the plaintiff or his attorney makes oath that he believes that the debtor is about to depart from, and reside beyond the limits of the State, with property or means exceeding the amount required for his immediate support.

Jurisdiction of Justice of the Peace.—They have original and exclusive jurisdiction of all civil cases, where the debt or damages demanded does not exceed $20, except when title to real estate is in question.

Attachments.—An Attachment as a mesne or original process may be issued against all the defendant's estate, both real and personal, and a lien may be thus created, which continues for thirty days after judgment has been obtained, but no longer.

Notes and Bills of Exchange.—The law-merchant is in force, subject to the following statutory provisions: On any pro-

missory note, inland bill of exchange, draft or order for the payment of money, payable in this State at a future day, or at sight, and not on demand, a grace of three days is allowed. If the third day is Sunday, a day of public fast or thanksgiving appointed by the governor and council, the 4th day of July, 22d day of February, Christmas day, or the 1st day of January is Monday, and it is the third day of grace, or is Saturday, and the following Sunday is the third day of grace, *four days shall be allowed.*

In an action on a promissory note payable at a place certain, either on demand, or on demand at or after a time specified therein, the plaintiff shall not recover, unless he proves a demand made at the place of payment, prior to the commencement of the suit.

Chattel Mortgages to secure the payment of more than thirty dollars, are not valid as to third parties, unless possession of such property is delivered to and retained by the mortgagee, or the mortgage is duly acknowledged and recorded.

Executions.—Executions may be issued on a judgment after twenty-four hours from its rendition, and must be issued within one year from the date of the judgment to keep the judgment in force.

Stay of Execution.—There is no stay law, except by attachment of property, in which case execution is stayed for one year, unless the plaintiff gives bond.

Exemptions.—The following property is exempt from sale under an execution and levy: Necessary wearing apparel, household furniture not exceeding $50 in value; bed, bedding, &c., family portraits, library not exceeding $150 in value; necessary kitchen furniture, 12 cords of wood, 5 tons of coal, all growing produce, barrel of flour, potatoes, tools of trade, sewing machine, pair of cattle, two horses under $300 in value, one cow and heifer, fishing-boat under two tons burden.

A householder, by recording claim, may have a homestead of the value of $500 exempt, except from taxes and mechanics' liens.

Interest.—The legal rate of interest is six per cent., but parties may contract in writing for any rate of interest. In the absence of any agreement in writing the legal rate is six per cent.

Judgment.—A Judgment is not a lien on the property of defendant. If an attachment has been issued, it holds the property attached for thirty days after execution is issued, and no longer.

Limitation of Action.—Actions of debt founded on any

contract or liability not under seal, actions on judgments of any court, for arrears of rent, or assumpsit, or on the case founded on contract or liability express or implied; of waste, trespass, replevin, and actions for taking, detaining or injuring goods and chattels, must be brought within six years after the cause of action accrued.

Actions not provided for by statute, must be commenced within 20 years after the cause of action accrued.

Time of absence from State is not computed.

Rights, &c., of Married Women.—Married women may conduct business, sue and be sued alone, in the same manner as unmarried women, or jointly with their husbands. When a married woman comes from any other State or country, and remains in this State, without living with her husband, she may make contracts, dispose of property, sue and be sued, as if unmarried. When her husband comes and claims his marital rights, her contracts and suits are affected the same as if they were then first married.

A married woman, of any age, may own in her own right, real and personal estate acquired by descent, gift, or purchase, and may manage, sell, convey and devise the same by will, without the joinder or assent of her husband; but real estate, directly or indirectly conveyed to her by her husband, or paid for by him, or given or devised to her by his relatives, cannot be conveyed by her without the joinder of her husband in such conveyance, except real estate conveyed to her as security, or in payment of a *bona fide* debt actually due her from her husband. When payment was made for property conveyed to her from the property of her husband, or it was conveyed by him to her without a valuable consideration paid therefor, it may be taken as the property of her husband to pay his debts contracted before such purchase.

A woman having property is not deprived of any part of it by her marriage, since the act, approved March 22d, 1844, was in force; and a husband, by marriage since that time, acquires no right to any property of his wife. His rights acquired before that time are not affected by the provisions of this chapter—a married woman may release to her husband the right to control her property, or any part of it, and to dispose of the income thereof for their mutual benefit, and may in writing revoke the same.

A husband married since April 26th, 1852, is not liable for the debts of his wife contracted before marriage, nor for those con-

tracted after in her own name, for any lawful purpose; but she is liable in both cases—a suit may be maintained against her, or against her and her husband therefor, and her property may be attached and taken on execution for such debts, as if she were sole; but she cannot be arrested.

MARYLAND.

Civil Arrests.—Civil arrests are no longer permitted, and imprisonment for debt has been abolished.

Jurisdiction of Justice of the Peace.—In all civil cases where the debt or damages shall not exceed $100; except in cases where title to land is involved, actions for slander, or breach of promise to marry, or to enforce any lien-claim for work done or materials furnished.

Attachments.—An Attachment, as a remedial process, may be issued upon the plaintiff filing a bond with sureties and an affidavit setting forth that the defendant is about to abscond from this State; that he has assigned, disposed of or concealed, or is about to assign, dispose of or conceal, his property, or some portion thereof, with intent to defraud his creditors; that he fraudulently contracted the debt or incurred the obligation; or that he has removed, or is about to remove his property, or some part thereof, out of the State, with intent to defraud his creditors.

The Wages Attachment Law, which took effect from its passage, having been approved by the governor, February 27th, 1874, is as follows:

No attachment upon warrant, judgment upon two non ests, or upon original process, shall issue against, be levied on, or affect the wages or hire of any laborer or employee not actually due at the date of such attachment, in the hands of the employers, whether such employers be individuals or corporations, unless the debt or judgment upon which such attachment is issued, shall, exclusive of costs, exceed the sum of one hundred dollars; and the sum of one hundred dollars of such wages or hire due to any laborer or employee by any employer or corporation, shall always be exempt from attachment by any process whatsoever; *Provided* that this act, and nothing herein contained, shall apply, or in any manner affect

any existing debt, contract, note or judgment, nor prevent any person or body corporate from issuing an attachment on any judgment now obtained, or which may hereafter be obtained on any note, debt or contract existing at the time of the passage of this act: *And provided*, that nothing in this act shall apply to non-resident defendants.

Notes and Bills of Exchange.—The common law is in force in this State, in reference to the contract of endorsement as to presentment, demand, notice, protest, &c.

Judgment notes are not in use in this State.

Chattel Mortgages are only valid as to third parties, where the instrument is duly acknowledged and recorded, except in cases where the actual possession of the property is taken by the mortgagee.

Executions.—Execution may be issued at any time after the judgment is rendered, and if the right is lost by lapse of time or other cause, may be regained by a new judgment grounded on the old by *scire facias*.

Stay of Execution.—Execution may he stayed by agreement of parties, or if the judgment is rendered at the second term after the defendant has been summoned, he is entitled to a stay until the first Thursday of the ensuing term, with the privilege of superseding the same at any time within two months after the expiration of the stay. A stay may be had by appeal or suing out a writ of error.

Stay of execution may be had on proceedings in a Justice's Court, by the defendant giving good security, if the judgment does not exceed $30, for six months, if over $30, for one year.

Exemptions.—The following property is exempt from sale on execution: wearing apparel, books and mechanics' tools; also $100 worth of other property, which may be selected by the debtor.

Interest.—The legal rate of interest is six per cent. per annum. Contracts stipulating for interest greater than six per cent. are usurious, and the excess cannot be collected.

Judgments.—A Judgment is a lien upon the real estate of the defendant. It also binds the leasehold interest under a recent Act of Assembly, which is as follows: "Every judgment hereafter to be rendered by any of the courts of law of this State, shall be and constitute a lien to the amount and from the date thereof, upon all leaseholds, interests and terms of years, of the defendants in

lands, except leases from year to year, and leases for terms of not more than five years, and not renewable; to the same extent and effect as liens are now created by judgment upon real estate."

Limitation of Action.—All actions must be commenced within three years after the cause of action arose, on accounts, contracts, loans, detinue, trover, replevin, contracts, (not under seal,) trespass and arrears of rent.

Absence from the State will prevent the statute from running until his return.

Rights, &c., of Married Women.—A married woman cannot make a contract, neither can she sue or be sued in a court of law, except through her next friend, or some third person.

The property, real or personal, belonging to a woman at the time of her marriage, and all property which she may acquire or receive after her marriage by purchase, gift, grant, devise, bequest, or in a course of distribution, shall be protected from the debts of the husband, and not in any way liable for the payment thereof: *Provided*, that no acquisition of property passing to the wife from the husband after coverture shall be valid, if the same has been made or granted to her in prejudice of the rights of his subsisting creditors. The wife is entitled on the death of her husband, to be endowed of one-third of the rents and profits of his realty, and becomes absolute owner of one-third of his personalty. The law is somewhat confused in regard to the rights and liabilities of married women in this State. The husband is liable for the debts and obligations of his wife incurred previous to marriage. A married woman can convey and relinquish dower by joining her husband in a deed conveying his property. A married woman is bound by her covenant in a lease of her separate estate.

MASSACHUSETTS.

Civil Arrests.—The plaintiff, or some one in his behalf, in an action of contract, may cause the arrest of the defendant on an affidavit proven before a magistrate, as follows:—

That he has good cause of action, and reasonable expectation of recovering a sum amounting to Twenty Dollars, excluding all costs which may have accrued in any former action.

That he believes, and has reason to believe, that the defendant has property not exempt from being taken in execution, which he has no intention of applying to the payment of plaintiff's claim.

That he has reason to believe that defendant purposes leaving the State, so that execution, if obtained, could not be served on him; or that defendant is an attorney-at-law, and the debt is for money collected by him for the plaintiff, which he unreasonably neglects to pay.

A judgment-debtor can be arrested on an execution amounting to $20 or more, excluding all costs, upon a like affidavit of the judgment-creditor, or in his behalf, that he believes, and has reason to believe that the debtor is possessed of property not exempt from being taken on execution, and which he has no intention of applying to the payment of the plaintiff's claim; or that since the contraction of the debt, the debtor has fraudulently disposed of some of his estate for the purpose of securing the same to his own use, or of defrauding his creditors; or that since the contraction of the debt, the debtor has lost $100 or more in gambling, or has wilfully expended or misused his goods or estate for the purpose of enabling him to take the poor debtor's oath; or that he contracted the debt with the intention of not paying the same.

Jurisdiction of Justice of the Peace.—They have exclusive and original jurisdiction in actions of replevin for beasts distrained or impounded, in actions of forcible entry and detainer, in actions of contracts and torts, where damages do not exceed $20. They have original and concurrent jurisdiction with Superior Courts in actions of contract and tort, where damages exceed $20, and do not exceed $100, and replevin of property other than cattle, &c., if the property does not exceed $100, and to enforce mechanics' liens if not over $100.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to the presentation, endorsement, protest, &c., except in regard to demand notes, which are governed by statute, providing that a demand must be made within sixty days from its date, in order to bind the endorser.

Bills of Sale and Deeds of Trust are not valid as to a third party, unless possession is delivered; and are not good for collateral security as against third parties, unless possession is delivered and retained.

Chattel Mortgages must be recorded on the records of the City or Town where the mortgage is made, also on the records of the City or Town in which the mortgagor transacts his business or follows his trade. If the mortgagor resided without the State, his mortgage of property within the State must be recorded in the City or Town where the property is: unless the mortgage is so recorded, or the property delivered to the mortgagee, it shall not be valid as to third parties.

Executions.—An Execution may be issued at any time after the lapse of twenty-four hours from the rendition of the judgment, and must be issued before the expiration of one year.

They are liens upon all property of the defendants, both real and personal.

All the real estate, goods and chattels liable to be taken on execution, may be attached upon the original writ or mesne process in any action in which damages are recoverable, and held as security to satisfy such judgment as the plaintiff may recover; *Provided*, That no attachment of lands or tenements can be made on a writ returnable before a justice of the peace or police court, unless the damage demanded therein exceeds $20.

Stay of Execution.—There are no stay laws, but a stay may be obtained on a right of a writ of error or writ of review.

Exemptions.—The following property is exempt from levy and sale on execution: necessary wearing apparel of debtor and his family, household and kitchen furniture not to exceed in value $120; Bibles, school-books and libraries, not exceeding $50 in value; one cow, six sheep, one swine and two tons of hay; the tools, implements and fixtures necessary for carrying on the trade or business of the debtor, not to exceed in value $100; materials and stock designed and procured by him, and necessary for carrying on his trade or business, not exceeding $100 in value; the boats, fishing tackle and nets of fishermen, actually used by them in the prosecution of their business, to the value of $100.

Interest.—The legal rate of interest is six per cent. Any rate of interest may be contracted for, but no greater rate than six per cent. can be recovered unless the agreement is in writing.

Judgments.—Judgments are not a lien unless property has been attached on mesne process, and if a levy of execution is not

made within thirty days of the rendition of judgment, the attachment is dissolved.

Limitation of Actions.—Actions on contract not under seal, either express or implied, of replevin, and all other actions for the taking, detaining or injuring of goods and chattels, actions for arrears of rent, except upon lease under seal, must be brought within six years after the cause of action accrued.

Personal actions or contracts not limited by the statute, must be brought within 20 years after the cause of action accrued.

Actions for the recovery of land must be commenced within 20 years after the right of action arose.

Rights, &c., of Married Women.—A married woman may bargain, sell and convey her separate real and personal property, enter into any contracts in reference to the same, carry on any trade or business, and perform any labor or services on her sole and separate account, and sue and be sued in all matters having relation to her separate property, business, trade, services, labor and earnings, in the same manner as if she were unmarried. But no conveyance by her of shares in a corporation, or of any real property, except a lease for a term not exceeding one year, and a release of dower, executed subsequently to a conveyance of the estate of her husband, shall be valid without the assent of her husband in writing, or his joining with her in the conveyance, or the consent of the judges of the Supreme Judicial Court, Superior Court, or the Probate Court, granted on her petition in any county, on account of the sickness, insanity or absence from the State of her husband, or other good cause; and the husband, if within the State, shall have such notice of the petition as the judge may order.

MICHIGAN.

Civil Arrests.—Upon an affidavit, a defendant may be arrested on civil process in all cases of fraud and breach of trust, or when the defendant is not a resident of the State, and has not resided therein for more than one month; also, when the plaintiff has a demand against him for money collected as a public officer, or for misconduct or neglect in his profession or office.

Jurisdiction of Justice of the Peace.—They have original jurisdiction of all civil matters less than $100, and concurrent jurisdiction with the Circuit Court in civil matters, to the amount of $300, and original jurisdiction in criminal offences, when the punishment does not exceed $100 fine and one year's imprisonment in county jail. They have no cognizance of actions for libel, or slander, or malicious prosecutions, or actions against executors or administrators, or when title to real estate is in question.

An Attachment as a remedial process may issue on the affidavit of the plaintiff, which must show that the indebtedness does then exist and is due. The affidavit must be made on the same day the writ is issued, and must state positively, that the defendant is indebted to the plaintiff, and the amount of such indebtedness over all legal set-offs, and must state that the deponent knows or has good reason to believe, that the defendant has absconded, or is about to abscond from this State, or that he is concealed therein to the injury of his creditors. That he has assigned, disposed of, or concealed, or is about to assign, dispose of, or conceal any of his property, with intent to defraud his creditors; or that he has removed or is about to remove, any of his property out of this State with intent to defraud his creditors; or that he fraudulently contracted the debt, or incurred the obligation for which the suit is brought; or that he is not a resident of the State, and has not been a resident therein for three months immediately preceding the time of making such affidavit; or that defendant is a foreign corporation.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.

Bills of Sale are not valid as to third parties, unless possession is delivered, or the instrument be filed for record, in the office of the City or Township Clerk, where the mortgagor resides.

Deeds of Trust must be acknowledged and recorded, as other conveyances of real estate.

Chattel Mortgages to be valid as to third parties, where the property remains in possession of the mortgagor, must be duly acknowledged and recorded, and becomes void in one year, unless within thirty days next preceding the expiration of such year, and each year thereafter, the mortgagee or some one in his behalf shall

make an affidavit showing the interest of the mortgagee in the property at that time, and the amount yet due thereon.

An Execution may be issued at any time after the judgment has been rendered. The property levied upon by virtue thereof, is bound from the time of such levy. The first execution delivered to the officer has preference, notwithstanding a levy may be first made under another execution.

Stay of Execution.—A Stay cannot be obtained by a writ of error, unless the plaintiff in error shall give good and sufficient bond to the defendant in error, conditioned to prosecute the writ to effect, and to satisfy such judgment as may be rendered against him thereon.

In the Justices' Court, execution may be stayed for four months when the debt, exclusive of costs, does not exceed $50, and for six months when it does exceed $50.

Exemptions.—The following personal property is exempted by statute from levy and sale under any execution or final process of a court: All spinning-wheels, weaving-looms, with their apparatus; stoves put up or kept for use in any dwelling-house; all arms or accoutrements required by law to be kept by any person, and all wearing apparel of every person and family; the library and school books of every individual and family, not exceeding $150 in value, and all family pictures. To each householder, ten sheep with their fleeces, and the yarn and cloth manufactured from the same; two cows, five swine, and provisions and fuel for the comfortable subsistence of such householder and family for six months; all household goods, furniture and utensils not exceeding in value $250; the tools, implements, material, stock, apparatus, team, vehicles, horses, harness or other things to enable a person to carry on the profession, trade, occupation or business in which he is wholly or principally engaged, not exceeding in value $250; also a sufficient quantity of hay, grain, feed and roots for properly keeping for six months the animals so exempted from execution.

But the property above mentioned, excepting mechanical tools and implements of husbandry, is not exempt from an execution issued upon a judgment for the purchase-money of the same.

Interest.—The legal rate of interest is seven per cent. Contracts may be made for ten per cent. per annum. Interest at a higher rate than ten per cent. cannot be collected, but in case it

should have been voluntarily paid, the excess cannot be recovered. On usurious contracts, judgment can be obtained only for principal sum due and interest at the rate of seven per cent per annum.

Judgments are not a lien upon the property of the judgment-debtor, until execution has been issued thereon and a levy made.

Limitation of Action.—Actions on debt, founded upon a contract or liability, not under seal, on contracts expressed or implied, except judgments rendered by any Court of Record, of waste, arrears of rent, replevin, trover, and other actions for the taking, detaining, or injuring goods or chattels, must be brought within six years after such cause of action accrued.

Actions for the recovery of land, or on contract or liability under seal, must be commenced within ten years after the cause of action arose.

Absence from the State prevents the statute from running.

Rights, &c., of Married Women.—All real and personal estate of any female, whether acquired before or after marriage, from whatever source, remains her sole and separate property. She may contract with the husband or any other person *in relation thereto*, and may sue and be sued alone upon such contracts, the same as if unmarried. She may carry on business in her own name, and deal with her husband as with other persons. Her property is not liable for the husband's debts, nor is the husband liable for her debts, whether contracted before or after marriage.

A wife has common-law dower and a right to the homestead during her widowhood. She can bar her dower and alienate her homestead during the husband's life, only by joining with him in a deed of the same. The husband has no tenancy by curtesy.

MINNESOTA.

Civil Arrests.—Civil Arrests can only be made where fraud has been practised in contracting the debt.

Jurisdiction of Justice of the Peace.—In all civil cases where the sum in controversy does not exceed $100, except where the title to real estate is in question, and in an action against an executor or administrator as such.

Attachments.—A Writ of Attachment may issue, upon the affidavit of the plaintiff, or his agent or attorney, upon the following grounds: That the plaintiff's debt was fraudulently contracted, or that the defendant is either a foreign corporation, or a non-resident, or has departed from the State as deponent believes, with intent to defraud or delay his creditors, or to avoid the service of a summons, or that he keeps himself concealed with like intent, or has assigned, secreted, or disposed of, or is about to assign, secrete, or dispose of his property with intent to defraud or delay his creditors.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c. In cases of notes made payable on demand, a demand made within sixty days from the date thereof without grace is declared by statute to be within reasonable time, and an endorsee becomes liable upon notice of such demand and refusal to pay.

Bills of Sale are not valid as to third parties, unless the property is taken possession of, or the instrument duly filed for record.

Chattel Mortgages must be acknowledged in the same manner as mortgages on real estate, and filed in the office of the town or city clerk, otherwise they are void against creditors and purchasers without notice. The validity of the mortgage continues two years from the date of filing.

Executions.—An Execution may be issued immediately after the judgment has been rendered, and at any time within ten years from the date of the judgment. Ten days' notice is required previous to the sale of personal property, and six weeks' notice previous to the sale of real estate. The debtor may redeem his real estate, sold under execution at any time, within one year from day of sale.

Stay of Execution.—There is no stay of execution from the District Courts. A stay of ten days is allowed upon a judgment rendered in the Justices' Court, from the date the judgment is rendered, and a further stay of execution may be had upon the defendants filing good security, as follows:

If the judgment does not exceed $10, for 1 month.
" " " " 25, 2 months.
" " " " 50, 3 "
" " " " 75, 4 "
And if it does exceed $75, for six months.

Exemptions.—The following personal property is exempt under the laws of this State: Family pictures, school books or library, and musical instruments for the use of the debtor's family, all wearing apparel of the debtor and his family, all necessary household and kitchen furniture not to exceed $500 in value; three cows, ten swine, one yoke of oxen and a horse, or in lieu thereof a span of horses or mules; twenty sheep, and the wool from the same, either in the raw material or manufactured into yarn or cloth; the necessary food for one year for all stock mentioned above, whether provided or growing; one wagon, cart or dray, one sleigh, two plows, one drag, and other farming utensils, including tackle for teams, not exceeding in value $300; all necessary provisions and fuel for support of the debtor and his family for one year; tools and instruments of any mechanic, miner or other person, needed and kept in use for the purpose of carrying on his trade, and in addition thereto, stock in trade not exceeding $400 in value; the library and implements of any professional man. It is provided by statute, however, that none of the above-enumerated property shall be exempt from execution or attachment issued for the purchase-money of the same.

In addition to the above, a homestead not exceeding eighty acres outside the limits of a city or incorporated village, or a piece of ground in a city or incorporated village equal in size to the ordinary city or village lots of such city or village, with the building erected thereon, occupied by the judgment-debtor as a dwelling, are exempt, whether such judgment-debtor be the head of a family, or not.

Interest.—The legal rate of interest is seven per cent. per annum, on accounts and notes or bills of exchange, and all other demands after maturity. The parties may agree to a rate of interest not exceeding twelve per cent. per annum by contract in writing to that effect. If a greater rate of interest than twelve per cent. is contracted for, such contract is invalid for the excess. The statute contains a provision as follows: "All contracts shall bear the same

rate of interest after they become due as before, if it clearly appears therefrom that such was the intention of the parties."

Under this peculiar phraseology, the courts of this State hold that a note promising to pay at a future time twelve per cent. per annum interest on a given sum from date, and not containing words clearly indicating that such rate of interest was to continue after maturity, will only draw seven per cent. per annum after due. Some such words as "until paid," "before and after maturity," seem to be essential to continue the rate of interest at twelve per cent.

Judgments continue in force and are not barred by the limitation laws, until the expiration of ten years from the time of docketing.

They are a lien upon all real estate of the defendant, for that length of time.

Limitation of Actions.—Actions upon a contract expressed or implied, upon a liability created by statute, other than penalty or forfeiture, for trespass upon real property, for taking, detaining or injuring personal property, for specific recovery of personal property, for relief on ground of fraud, must be commenced within six years after the cause of action accrued.

An action upon a judgment rendered by any court must be brought within ten years after the same was rendered.

Actions for the recovery of real estate must be commenced within 20 years after the cause of action accrued.

Rights, &c., of Married Women.—A Married Woman can conduct business separate and apart from her husband, and can sue and be sued in her own name, in all respects, as if she were an unmarried woman. She cannot, however, convey her real estate without the consent of her husband.

MISSOURI.

Civil Arrests.—There can be no imprisonment for debt, or arrest in civil cases.

Jurisdiction of Justice of the Peace.—They have exclusive jurisdiction of all cases founded upon contract when the amount claimed, exclusive of interest, does not exceed $50, and on

actions for any penalties that do not exceed $100. They have jurisdiction concurrent with the Circuit Court when the amount claimed, exclusive of interest, exceeds $50 and does not exceed $90, in all actions on notes or bonds for the payment of any sum of money exceeding $50 and not exceeding $150; and in all actions for the recovery of specific personal property not exceeding in value $100, alleged to be wrongfully detained, and damages for injuries thereto, or for the taking and detention thereof, not exceeding $25.

Attachment.—An Attachment as a remedial process, may issue upon the plaintiff, or his agent, filing a bond, and making affidavit alleging any of the following causes:

That the defendant is a non-resident, or a foreign corporation.

That he conceals himself, or has absconded or absents himself from his usual abode in this State, so that the ordinary process of law cannot be served upon him.

That he is about to remove his property, or effects out of this State, with intent to defraud, hinder or delay his creditors.

That he is about to remove out of the State, to permanently reside.

That he has fraudulently conveyed or assigned his property or effects so as to hinder or delay his creditors.

That he has fraudulently concealed, removed or disposed of his property or effects, or is about to do so, so as to hinder or delay his creditors.

That the debt was contracted out of the State, and the defendant has absconded or secretly removed his property to this State.

That the damages for which this action is brought are for injuries arising from the commission of some felony or misdemeanor.

That the debtor has failed to pay the price or value of anything delivered, which by contract he was bound to pay upon delivery.

That the debt sued for, was fraudulently contracted on the part of the defendant.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c. The statute fixes the rate of interest to be charged on bills of exchange for non-acceptance or non-payment, at ten per cent. per annum on bills drawn in the United States, and twenty per cent. per annum if drawn in a foreign country.

Bills of Sale are not in use.

Deeds of Trust are used as security. The property is conveyed to a trustee, with power to sell in case of non-payment of the debt. In case of the death of the trustee, or his permanently leaving the State, the power of sale is vested by the Circuit Court in the Sheriff, as trustee.

Chattel Mortgages are not valid as to third parties, unless the mortgagee takes actual possession of the property, or the mortgage has been duly acknowledged and recorded.

Execution may issue at any time within ten years from the rendition of the judgment, against the personal or real estate of the defendant.

It may be directed to and executed in any county of the State, and may issue at the same time to different counties.

A judgment-debtor may elect what property, real or personal, shall be sold to satisfy the execution. He may retain possession of the personal property levied upon, until the day of sale, by giving bond in favor of the plaintiff, in double the value of the property, conditioned for the delivery thereof at the time and place of sale.

If the property is not delivered according to the condition of the bond, the levy remains a lien upon such property into whosoever possession the same may have passed. The obligee named in such bond may have judgment of the debt, and his sureties, after condition broken, on the first or any succeeding day of the term to which the execution is returnable, then may bring suit on such bond.

Stay of Execution.—Stay of Execution can only be obtained upon petition.

Exemptions.—The following property is exempt from attachment and execution, when owned by a person other than the head of a family: Necessary wearing apparel; tools and implements of trade of any mechanic while carrying on his trade.

If the debtor is the head of a family, under an act of 1864, the amount of household property exempt is limited to $1000. In addition thereto, the homestead of every housekeeper or head of a family, used by him as such, together with the rents, issues and products thereof, are exempt from attachment and execution, except upon causes of action existing at the time of acquiring record title to such homestead. The homestead, if without cities and incorporated

villages and towns, cannot include more than 160 acres of land, not exceeding $1500 in value. In cities having a population of 40,000 or more, it cannot include more than eighteen square rods of ground, not exceeding $300 in value. If in cities or other incorporated towns and villages, having a less population than 40,000, it cannot include more than 3089 rods of ground, nor exceed $1500 in value.

Interest.—The legal rate of interest is six per cent. per annum; but parties may contract in writing for any rate not exceeding ten per cent. Should a greater rate of interest be reserved the courts will render judgment for the plaintiff for the principal sum due; and against the debtor for ten per cent. interest to go to the county or common schools.

Judgments.—A Judgment of a Court of Record is a lien upon the property of the defendant, in the county in which such judgment is rendered.

By filing a transcript of the judgment, in the office of the clerk of the Circuit Court of any county, the judgment becomes a lien upon the property of the defendant situated in such county.

Judgments of justices of the peace, become a lien upon the real estate of the defendant by filing a transcript of the judgment, in the office of the clerk of the Circuit Court.

Liens continue for three years, and may be revived for two years more.

Limitation of Action.—All actions on contracts, expressed or implied, not under seal; liabilities created by statute other than penalties or forfeitures, trespass on real estate, for recovery of personal property, for taking, detaining, or injuring goods, for relief on ground of fraud, must be commenced within five years after the cause of action accrued.

Actions founded upon instruments under seal must be commenced within ten years after such cause of action arose.

Actions on bonds, judgments or decrees, must be brought within twenty years. If the defendant is absent from the State, such time is excepted from limitation.

Actions for the recovery of lands or tenements, must be commenced within ten years after the cause of action accrued.

Rights, &c., of Married Women.—A Married Woman cannot conduct business separate and apart from her husband;

neither can she sue or be sued on her individual note or account, except in the following cases: When the husband fails to provide for her support, neglects or abandons her, or during the time her husband is confined in prison; in which cases she may transact business as a single woman. A married woman holding property in her own right, being compelled to live apart from her husband, may, by petitioning the Circuit Court, obtain judgment that such real estate or a part thereof, may be enjoyed by her for her own use and benefit. She may, by will, devise her real estate, subject to her husband's estate therein, by curtesy. The real estate of the wife, and the rents, issues and profits thereof are exempt from attachment or execution for the sole debts of the husband; such annual products, however, may be attached or levied upon for debts for the necessaries of the family, or for labor or materials expended upon the wife's real estate.

MISSISSIPPI.

Civil Arrests.—There can be no imprisonment for debt, or arrest in civil actions.

Jurisdiction of Justice of the Peace.—In all actions for the recovery of debts, damages or personal property, when the amount in controversy, or the value of the property sought to be recovered, does not exceed $150. They have concurrent jurisdiction with the Circuit Courts of offences, when the punishment precribed does not extend beyond a fine and imprisonment in the county jail.

Attachments.—An Attachment as a remedial process, may issue upon the affidavit of the plaintiff or some one in his behalf, on the following ground: (a bond with sufficient security having first been filed)—

That the defendant is a foreign corporation, or is not a resident of this State; that he has removed or is about to remove himself or his property out of this State; that he has absconded or conceals himself so that a summons cannot be served on him; that he has property or right in action, which he conceals, and unjustly refuses to apply to the payment of his debt; that he has assigned or disposed of, or is about to assign or dispose of his prop-

erty or rights in action, or some part thereof, hindering, or with intent to defraud his creditors, or give an unfair preference to some of them; that he has converted, or is about to convert his property into money, or evidences of debt, with intent to place it beyond the reach of his creditors; or that he fraudulently contracted the debt, or incurred the obligation, for which suit has been or is about to be brought.

Notes and Bills of Exchange.—All Promissory Notes and all other writings for the payment of money, or for the payment of any other thing, may be assigned by endorsement, whether the same be payable to order, or assigns or not; and the assignee or endorsee may maintain an action in his own name, in all actions on any such assigned promissory note, bill of exchange, or other writing for the payment of money or other thing; the defendant shall be allowed the benefit of all want of lawful consideration, failure of consideration, payments, discounts, and set-offs made, had or possessed against the same, previous to notice of assignment, in the same manner as though the suit had been brought by the obligee or payee. In all other respects the common law is in force as to presentation, protest, notice, &c.

Bills of Sale are not in use. Deeds of Trust must be recorded within three months, and are void against all subsequent purchases, for a valuable consideration, without notice, and all creditors, until delivered to the clerk for record.

Chattel Mortgages must be filed for record in the county where the property is situated at the time the mortgage is executed. The mortgage is not valid against third parties until it has been recorded. Such mortgage may contain a power of sale by the mortgagee, and a fair sale made by him under such power, will bar the equity of redemption, such power, is usually vested in a disinterested party as trustee.

Executions are issued upon all judgments within twenty days after the adjournment of the court. They may issue at any time within a year and one day from the rendition of judgment, or from the time a stay may have been ordered by the court. When there is no judgment-lien, writs of execution bind the property of the defendant only for the time of the delivery thereof to the officer, to be executed.

The personal property of the debtor shall be first levied upon, and if not sufficient to satisfy the judgment, then the real estate.

Stay of Execution.—There are no stay laws for judgments rendered in the Circuit Courts, but execution issued from the Justices' Courts may be stayed for sixty days upon the defendant giving good and sufficient security.

Exemptions.—The following property is exempt from seizure, under execution or attachment: Tools of a mechanic necessary for carrying on his trade; the agricultural implements of a farmer, necessary for two male laborers; the implements of a laborer, necessary in his usual employment; the books of a student, necessary for the completion of his education; the wearing apparel of every person; the libraries of licensed attorneys, practising physicians, and clergymen, not to exceed $250 in value; arms and accoutrements of every person enrolled in State militia; all globes, books and maps used by the teachers of schools, academies and colleges.

If the debtor is the head of a family or housekeeper, the following property is also exempt: one work horse or mule, or one yoke of oxen, two cows and calves, five head of stock hogs, five sheep, fifty bushels of corn, ten bushels of wheat or rice, two hundred pounds of pork or bacon or other meat, one cart or wagon, not to exceed in value $100, and necessary household and kitchen furniture, not to exceed $100 in value.

Every citizen of the State, male or female, who is a householder, and having a family, is entitled to hold exempt from seizure or sale, under any process of law, the land and buildings owned and occupied as a residence by such debtor; but the quantity of land must not exceed eighty acres, nor the value thereof, inclusive of improvements, the sum of $2000, in any case whatever.

Interest.—The legal rate of interest is six per cent., but parties may contract in writing for any sum not exceeding ten per cent. Should a higher rate than ten per cent. be agreed upon, judgment will be given for the principal sum due and the legal rate of interest only.

Judgments.—A Judgment is a lien, upon the property of the defendant, in the county wherein the judgment is rendered. By filing a transcript of the judgment in other counties, it becomes a lien upon the property of the defendant in such counties.

Limitation of Actions.—All actions of debt or assumpsit

founded upon any open account, must be commenced within three years from the time the cause accrued.

Actions on any promissory note, bill of exchange, contract or liability not under seal, expressed or implied, except actions on open account, for waste, and for trespass upon land, of detinue, trover, or other actions for the recovery of personal property, or damages for taking, converting or injuring the same, must be commenced within six years after the cause of action accrued.

Actions on judgment must be brought within seven years. Actions for the recovery of lands must be brought within ten years.

Rights, &c., of Married Women.—A Married Woman may engage in trade or business as if she were a single woman, and she is bound by her contracts, made in the course of such trade or business, in the same manner as if she were unmarried. The husband is not liable for debts contracted by the wife before marriage, nor is he liable for debts contracted by her after marriage, if she hold separate property.

The husband and wife may sue jointly, or if the husband will not join with her, she may sue alone for the recovery of her property or rights. She may be sued jointly with her husband, on all contracts or other matters for which her individual property is liable; but if the suit be against husband and wife, no judgment shall be rendered against her, unless the liability of her separate property be first established. All property, both real and personal, and all rights and credits belonging to any woman before marriage, shall continue to be her separate property after marriage; and all such property or rights which may accrue to her by will, descent or otherwise, and also the income derived from her personal services shall be her separate property; and such property shall not be subject or liable to be taken in satisfaction of the debts of the husband; nor shall such property be sold or encumbered by the husband unless the wife join in the conveyance thereof, and acknowledge the same in manner provided by law.

A married woman may dispose of her estate, real and personal, by last will and testament, in the same manner as if she were unmarried.

MONTANA TERRITORY.

Civil Arrests.—A defendant may be arrested in a civil action, when he has been guilty of fraud in contracting the debt, or incurring the obligation for which the action is brought; or in concealing or disposing of the property, for the taking, detention or conversion of which the action is brought. When he has removed or disposed of his property, or is about to do so, with intent to defraud his creditors; in an action for the recovery of money or damages on a cause of action arising upon contract expressed or implied; when he is about to depart from the Territory with intent to defraud his creditors; or when the action is for wilful injury to person, character or property, knowing the property to belong to another; or in an action to recover possession of personal property unjustly obtained; where the property, or any part thereof, has been concealed, removed or disposed of, so that it cannot be found or taken by the Sheriff.

Jurisdiction of Justice of the Peace.—In all civil cases where the amount in controversy does not exceed $100, except when the title to real estate is brought in question.

Attachments.—An Attachment may be sued out at the time of issuing the summons, or at any time afterwards, before judgment, upon the plaintiff or his agent or attorney, making affidavit, showing that the defendant is indebted to the plaintiff upon a contract, expressed or implied, for the payment of money, gold-dust or other property, then due, which is not secured by a mortgage, lien or pledge, upon real or personal property, stating the amount of said indebtedness.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.

Bills of Sale are not in use. Deeds of Trust when used, are governed by the same law as mortgages, and must be foreclosed by suit.

Chattel Mortgages when duly acknowledged and recorded, are good for one year. The mortgagee must take possession of the property, unless it be stipulated in the mortgage that the mortgagor shall retain possession thereof until the mortgage shall fall due.

Executions.—An Execution may be issued immediately after the judgment is rendered, but does not become a lien upon personal property until a levy is made. Notice of five days on personal property, and twenty days on real estate, must be given previous to the sale thereof. Real Estate sold under execution, may be redeemed at any time within six months from the day of sale, upon the debtor paying to the purchaser thereof, the sum of money paid by him for the same, with interest at the rate of twelve per cent. per annum.

Stay of Execution.—There are no stay laws.

Exemptions.—The following property is exempt from levy and sale on execution: Necessary household and kitchen furniture, wearing apparel, beds and bedding, provisions for one month, books, portraits, &c., to value of $100; farming utensils, two oxen, horses or mules, and their harness, four cows, one cart or wagon, and food for stock for one month, all seeds for sewing, the tools of a mechanic, the instruments and medicines of a surgeon, physician or dentist, the libraries of clergymen, physicians and lawyers.

A homestead, not to exceed 80 acres of land with improvements thereon, the whole not to exceed $2500 in value, is also exempt.

Interest.—The legal rate of interest is ten per cent. per annum on note or account when no rate is specified; but the parties may agree upon any greater rate of interest; *Provided*, the rate so agreed on be included and specified in the written contract. No usury laws are in force.

Judgments from the date of their rendition, are a lien upon all real estate of the judgment-debtor, in the county where the judgment is rendered; the lien continues in force for two years.

Limitation of Action.—Actions upon open accounts must be brought within five years after the cause of action accrued. Actions upon promissory notes, and other contracts, must be commenced within ten years after the cause of action arose.

Rights, &c., of Married Women.—Married Women can conduct business separate and apart from their husbands, with their separate property. Their separate property is exempt from all debts and liabilities of their husbands, unless for necessary expenses of her family and children.

NEBRASKA.

Civil Arrests.—Civil arrests can be made before or after judgment, for converting property to defraud creditors; for assigning, removing or disposing of property to defraud creditors; for concealing property or rights of action; for fraudulently contracting the debt: in either of which case the affidavit must contain a statement of facts justifying belief. A bond in double the amount of claim must be given, conditioned for the payment of all damages. Bail may be given either by giving sufficient security, or by depositing bonds.

Jurisdiction of Justice of the Peace.—In all civil cases where the amount in dispute does not exceed $100, except where title to real estate is in question.

Attachments.—Attachments may be issued upon filing a bond and an affidavit alleging one or more of the following causes:—That the defendant is a non-resident; that defendant has absconded with intent to defraud his creditors; that the defendant has left his residence, or conceals himself to avoid service of summons; that he is about to remove his property out of the jurisdiction of the court; that he has converted his property into money, or has assigned, removed or disposed thereof, or is about to do so, with intent to defraud his creditors; that defendant has property or rights of action which he conceals; that he has fraudulently contracted the debt.

Attachment cannot be issued against non-residents, except on contract, judgment or decree.

In case of a non-resident defendant, no bond need be filed.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.

Bills of Sale.—Bills of Sale are not in use. Deeds of Trust on personal property are governed by the same laws as chattel mortgages. Deeds of Trust on real estate must be acknowledged and recorded.

Chattel Mortgages.—Chattel Mortgages must be recorded in the county where the property is: they become void in one year, unless re-filed within twenty days before the expiration of the year. Should the conditions of the mortgage be broken, it may be closed

by offering the property for sale by public auction, after giving twenty days' notice of the time and place of sale.

Executions.—Execution may be issued at any time after the rendition of judgment, and becomes a lien upon personal property of the defendants from the date of levy. It may be directed to and executed in any county of the State, and may issue at the same time to different counties.

The execution must be first levied upon personal estate, but if insufficient, it may then be levied upon the real estate. Upon the sale being confirmed, the title becomes absolutely vested in the purchaser.

Stay of Execution.—Upon the defendant giving sufficient security within twenty days after the rendition of judgment in the District Court, execution may be stayed for one year.

Stay may be had upon judgments rendered in the Justices' Courts, upon giving security, as follows:

If the judgment does not exceed $5, for 60 days.
" " " " 50, 90 "

And if over $50, for six months.

Exemptions.—The following property is exempt from levy and sale on execution: All bedding, four stoves, cooking utensils, and $100 worth of furniture, six months' provisions and fuel, the library of a professional man, tools of a mechanic. To a farmer, one cow, three hogs and ten sheep, a yoke of oxen or pair of horses, three months' food for stock, one wagon, two plows, harness, and $50 worth of farming implements, one dray, wool of ten sheep, either raw or manufactured into yarn or cloth.

A homestead not to exceed 160 acres, and all the improvements thereon; or if in a town, two contiguous lots and improvements.

Interest.—Regular rate of interest, ten per cent. per annum. May be twelve by contract. Usury involves forfeiture of all interest and costs of suit.

Judgments.—Judgments are liens upon all the real estate belonging to a debtor, in the county where judgment was rendered. A judgment loses preference over subsequent judgment-creditors in one year, unless execution be issued within that time; and becomes dormant in five years, unless execution has been sued out.

Limitation of Action.—Actions upon contracts not in writing, expressed or implied, trespass on real property, and rights in

or to personal property, must be commenced within four years after such cause of action accrued.

Actions on specialties, or any agreement, contract or promise in writing, or foreign judgment, must be commenced within five years after such cause of action accrued.

An action for the recovery of land, or involving title to real estate, must be commenced within ten years after such cause of action accrued.

Actions barred by the laws of any State or Territory, are barred in this State.

Rights, &c., of Married Women.—Married women may conduct business separate and apart from their husbands, and sue and be sued in all respects as though she were a single woman.

The property, both real and personal, owned by them at the time of marriage, together with the rents, profits and proceeds thereof, remains their separate property, and cannot be disposed of by their husbands, nor is it liable for their husbands' debts. They may convey their real estate, and make contracts in reference to it in the same manner as if they were unmarried; but the husband ought to join in the deed for the purpose of conveying his estate by curtesy.

NEVADA.

Civil Arrests.—Upon an affidavit being made on behalf of the plaintiff, and the filing of a bond for at least $500 in gold, with two resident sureties to pay all costs, charges and damages the defendant may sustain if he recover judgment, a defendant in case of fraud, may be arrested and held in custody until discharged by the judge of the court in which the action was brought.

Jurisdiction of Justices of the Peace.—In all cases where the amount in dispute does not exceed $300, except in suits relating to real estate or mining claims.

Attachments.—Attachments may issue with the summons, upon an affidavit being made, showing that the claim is an actual, existing debt, due from the defendant to the plaintiff, and that the action is founded on a contract for the direct payment of money made payable in this State, the same not being secured by mortgage, lien or

pledge, upon real or personal property situated in the State, or that defendant has rendered such security nugatory; and in an action against a non-resident.

Chattel Mortgages.—Chattel Mortgages are not valid as to third parties, unless the property be taken possession of by the mortgagee.

Executions.—Executions may issue at any time within five years from the time judgment was rendered, and may be levied upon either personal or real property. But no execution, prior to the levy thereof is a lien upon the debtor's personal property.

Stay of Execution.—An execution may be stayed by order of the court in which judgment was rendered, upon good cause being shown, for a reasonable time, upon giving sufficient bond.

Exemptions.—The following property is exempt from levy and sale on execution, except for taxes: All spinning-wheels, weaving-looms, stoves, family Bibles, pictures, school-books and library, not to exceed $200 in value, 20 sheep with their fleeces, and the yarn or cloth manufactured from the same; two cows, five swine, with the necessary food for five months; wearing apparel and all household furniture not exceeding $750 in value; a homestead consisting of land with the improvements thereon, not to exceed in value $5000, is exempt from sale on execution for any debt contracted in the State subsequent to January 18, 1862, if the means for procuring the homestead were not obtained through fraud or false representation.

Interest.—The legal rate of interest is ten per cent. per annum; but parties may contract in writing for the payment of any rate of interest whatever. Any judgment rendered on such contract must conform thereto, and will bear the interest agreed upon by the parties, but only the amount of the original claim or demand will draw interest after judgment.

Judgments.—A Judgment is a lien upon the real estate of the defendant in the county in which judgment was rendered. By filing a transcript of the judgment in the office of the recorder of any other county, it becomes a lien upon the real estate of the defendant in such county. Judgments of justices of the peace, also become liens upon the real estate of the defendant, by filing a transcript of the judgment in the office of the District Court of the county.

Limitation of Action.—Actions founded upon a contract, obligation or liability not in writing, actions on open account for goods and merchandise sold, must be commenced within two years after the cause of action accrued.

Actions upon any contract or obligation or liability in writing, must be commenced within four years after such cause of action accrued.

All actions upon statute liability, except a penalty or forfeiture, trespass on real property, relief on ground of fraud, for the taking, detaining or injuring personal property, and for the recovery of specific personal property, must be commenced within three years after such cause of action accrued.

Actions on a judgment of any court, within five years.

Actions for the recovery of land must be commenced within five years after such cause of action arose.

Rights, &c., of Married Women.—Married women can become sole traders, and conduct business separate and apart from their husbands. She is allowed all the privileges, and is liable to all legal process, now or hereafter provided by law against debtors and creditors, and may sue and be sued alone, without being joined with her husband.

NEW HAMPSHIRE.

Civil Arrests.—The defendant may be arrested if it appear by affidavit upon the back of the writ of execution by the plaintiff, or some one in his behalf, that the defendant is justly indebted in a sum exceeding $13.33, and that he conceals his property, or is about to leave the State to avoid payment of his debts.

Jurisdiction of Justice of the Peace.—In all civil cases where the amount in dispute does not exceed $13.33, except when the title to real estate is in question. They have also jurisdiction in minor criminal matters.

Attachments.—An Attachment, as a mesne or original process, may be issued against all the defendant's estate, both real and personal, and will operate as a lien thereon for thirty days after a judgment has been obtained.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c. There is a statute which provides that upon a promissory note made payable upon demand, a demand must be made before the expiration of sixty days from the date thereof, without grace. To hold the endorser, notice of non-payment must be given the same as on a note made payable at a fixed time.

Chattel Mortgages.—Chattel Mortgages are void as to third parties, unless the property mortgaged be taken possession of by the mortgagee, or unless the mortgage be acknowledged, proved and recorded in the county in which the mortgagor resides.

Executions.—An Execution may issue in twenty-four hours after judgment is rendered, but is not a lien upon the property of the defendant until a levy has been made; except in cases of attachment where the property is held for thirty days after the rendition of judgment.

Stay of Execution.—There are no stay laws.

Exemptions.—The following property, real and personal, is exempt from sale on execution: All necessary wearing apparel of debtor and his family, beds and bedding for family use, and household furniture, not to exceed in value $20; one cow, ton and a half of hay, two hogs, mechanics' tools to the value of $20; six sheep and their fleeces, cooking-stove and utensils, provisions and fuel to the value of $20.

The homestead of a householder, not exceeding in value $500, is exempt from execution in any cause of action.

Interest.—The legal rate of interest is six per cent. per annum, unless a lower rate is specified. The penalty for receiving interest at a higher rate, is the forfeiture of three times the sum received in excess of six per cent., to any person who will sue therefor. Contracts in which usurious interest is stipulated for are not void, but only the principal sum loaned, with interest at the rate of six per cent. per annum, can be recovered.

Judgments.—A Judgment is not a lien upon property, until execution has been issued thereon, and a levy made.

Limitation of Action.—All personal actions must be commenced within six years after the cause of action accrued.

Actions founded on contracts under seal, or on judgments, must be commenced within twenty years after the cause of action accrued.

All actions for the recovery of land, must be commenced within twenty years.

Absence from the State by a defendant is not computed.

Rights, &c., of Married Women.—A married woman in this State, can conduct business separate and apart from her husband. She can sue on her own individual accounts in her own name. She can be sued on notes given by herself, only when based upon a contract by her made, or upon a wrong by her committed, in respect to property holden by her in her own right, free from the control of her husband.

The will of a married woman passes property held in her right, to any devisee except her husband, but does not affect his tenancy by curtesy. Any conveyance, devise or bequest to a married woman to her sole use, or coming to her under a deed of trust, (except a direct conveyance from the husband,) is valid, and she has the same power and control over it as if she were an unmarried woman.

NEW JERSEY.

Civil Arrests.—An arrest may be made in a civil case when an affidavit is made, setting forth that the defendant is about to remove any of his property out of the jurisdiction of the court for the purpose of defrauding his creditors; that he has property or rights of action which he fraudulently conceals; that he has assigned, removed or disposed of, or is about to assign, remove or dispose of any of his property to defraud his creditors, or that the debt was fraudulently contracted, or the obligation was fraudulently incurred.

Jurisdiction of Justice of the Peace.—In all civil cases where the amount in controversy does not exceed $100, except cases involving title to real estate, trespass, for assault and battery, &c.

Attachments.—An Attachment may be issued by filing bond and making affidavit showing that the defendant is not a resident of the State at the time, or that he has absconded.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.

Bills of Sale.—Bills of Sale are not in use. Deeds of Trust must be acknowledged and recorded.

Chattel Mortgages.—Chattel Mortgages are void as to third parties, unless the property mortgaged be taken possession of by the mortgagee, or unless the mortgage be duly acknowledged, proved and recorded in the county in which the mortgagor resides.

Executions.—An Execution may be issued at any time after the judgment is rendered, but is not a lien upon personal property, until a levy has been made thereon.

Stay of Execution.—A stay of execution is allowed only when the judgment has been rendered by a justice of the peace, and may be as follows: If less than $15, for one month; if over $15 and under $60, three months; and if over $60, six months.

Exemptions.—The following property is exempt from levy and sale on execution: Goods and chattels to the value of $400, to a debtor having a family, and in assignments by debtors for the benefit of their creditors. Also the house and lot occupied as a residence and owned by the debtor, being a householder and having a family, not exceeding in value $1000, is exempt, but the conveyance of the same must show that it is designed to be held as a homestead under the act.

Interest.—The legal rate of interest is seven per cent. per annum. When a higher rate of interest shall be received or taken than is allowed by the law of the place where the contract was made, or is to be performed, the amount or value actually lent, without interest or costs of suit, may be received, and no more; and if any premium or illegal interest shall have been paid to the lender, the sum or sums so paid shall be deducted from the amount that may be due as aforesaid, and recovery had for the balance only.

Judgments.—A Judgment stands good for 20 years, and is a lien from its date upon the real estate of the defendant, and all that he may afterwards acquire, as long as the judgment is in force; to make it take effect on personal property, execution must issue and a levy be made.

Limitation of Actions.—All actions founded on simple contract, actions of detinue, trover, trespass and replevin, for injuring or taking goods and chattels, and for arrears of rent, on contract not under seal, must be commenced within six years after such cause of action accrued.

Actions of debt, or covenant for rent or arrears of rent, founded upon a lease under seal, and actions on single or penal bill, or any obligation conditioned for payment of money only, any award by arbitrators, (under their hands and seal,) must be commenced within sixteen years next after such cause of action accrued.

Actions for the recovery of land, and actions on judgment, must be brought within twenty years.

Time of defendant's absence from the State is not computed.

Rights, &c., of Married Women.—When a suit is brought against a married woman who has been conducting business in her own name, the husband must be joined with her in the action.

The real and personal property which a married woman may own at the time of her marriage, and the rents, issues and profits thereof, are not subject to her husband's disposal, nor liable for his debts. She may insure the life of her husband for her or his heirs' benefit, but the premium must not be more than $100 yearly.

In a joint deed by husband and wife, (if she be of full age,) her covenant of warranty will bind her in the same manner as if she were unmarried. If her husband be a lunatic, or confined in the State prison for crime, she may dispose of her interest in any property, so as not to interfere with his rights in the same property.

If living apart from her husband, she may, by joining his name with hers, (though with his consent,) bring her suit in any court of record, and he cannot control, release or discontinue such action. In such case, she may also by decree of court, convey any interest in real or personal property, except a gift from her husband, without his concurrence, but cannot affect any right which he may then have in such property.

NEW YORK.

Civil Arrests.—Arrests in civil actions may be made on the following grounds: When the defendant has been guilty of fraud in contracting the debt or incurring the obligation for which the action is brought, or in concealing or disposing of the property, for the taking, detention or conversion of which the action is brought, to recover damages for fraud and deceit; when the defendant has removed or disposed of his property, or is about to do so, with intent

to defraud his creditors; in an action to recover possession of personal property unjustly detained, where the property, or any part thereof has been concealed, removed or disposed of, so that it cannot be found or taken by the sheriff, and with the intent that it should not be found or taken, or with the intent to deprive the plaintiff thereof; in an action for the recovery of damages, (in a cause of action not arising out of contract,) where the defendant is a non-resident of the State, or is about to remove therefrom, or where the action is for injury to person or character, or for injuring or wrongfully taking, detaining or converting property; in an action for a fine or penalty, or on a promise to marry, or for money received, or property embezzled or fraudulently misapplied by a public officer, or by an attorney, solicitor or counsellor, or by an officer or agent of a corporation or banking association in the course of his employment, or for any misconduct or neglect in office, or in a professional employment.

No female, however, can be arrested for any action, except for wilful injury to person, character or property.

Jurisdiction of Justices of the Peace.—In all actions for debt, damages or penalty, when the sum claimed does not exceed $200; in actions for the recovery of personal property, when the amount in controversy does not exceed $100; and in matters of account, where the sum total of the accounts of both parties, does not exceed $400. Confession of judgment may be entered when the debt does not exceed $500; the confession must be in writing, and signed by the defendant, and should the debt exceed $50, it must be sworn to; the defendant must appear before the justice.

Attachments.—An Attachment as a remedial process, may issue in an action for the recovery of money, on the plaintiff filing a bond with sufficient security, and making affidavit: That the defendant is a non-resident, or a foreign corporation; or that he has absconded or concealed himself, or is about to remove any of his property from the State; or has assigned, disposed of or secreted, or is about to assign, dispose of or secrete, any of his property, with the intent to defraud his creditors. The plaintiff, at the time of issuing the summons, or at any time afterwards, may have the property of such defendant or corporation attached as a security for the satisfaction of such judgment as he may recover.

Notes and Bills of Exchange.—The common law or law-

merchant is in force as to presentation, acceptance, endorsement, protest, notice, &c.

Bills of Exchange, notes or contracts, tainted with usury, or given for a gambling debt, are void *in toto*, and a defence of usury can be made in the hands of an innocent holder for value.

Bills of Sale are not in use, except in the transfer of chattels. Deeds of Trust are in use in the conveyance of real estate, and must be acknowledged and recorded.

Chattel Mortgages must be recorded in the recorder's office of the town or city where the mortgagor resides, at the time of making the instrument, in order to secure the priority of the lien, and must also be re-filed by copy within thirty days previous to the expiration of one year from the filing or re-filing for the same purpose.

Executions.—An Execution may be issued at any time within five years after judgment has been rendered.

Personal property is bound from the time of the delivery and levy of the execution to the proper officer of the county where the same is situated, except against mortgagees, and *bona fide* purchasers without notice.

Stay of Execution.—There are no stay laws; but an execution may be stayed by order of the court, for good reasons, with or without security, in the discretion of the court.

Exemptions.—The following property, when owned by any person being a householder, shall be exempt from levy and sale under any execution:—

All spinning-wheels, weaving-looms and stoves used in any dwelling-house, and one sewing-machine, family Bible, pictures and school-books used by debtor's family, and other books not to exceed $50 in value; ten sheep with their fleeces, and the yarn or cloth manufactured from the same, one cow, two swine, and the necessary food for such stock; all necessary pork, beef, fish, flour and vegetables and fuel necessary for use of the debtor's family for sixty days; all necessary wearing apparel, beds and bedding, necessary cooking utensils, tools and implements of a mechanic necessary for carrying on his trade, not to exceed $25 in value; necessary household furniture and working tools, and team owned by any person being a householder, or having a family for which he provides, not to exceed in value $250; and the necessary food for such team for ninety days: but such exemption does not extend to any

execution issued on a demand for the purchase-money of such furniture, tools, team or food for the same, nor for any judgment rendered for work and labor performed in a family as a domestic.

Interest.—The legal rate of interest is seven per cent. per annum, and a person paying a greater rate of interest, may recover the excess in an action brought within a year. Should he not bring the suit within a year, the overseer of the poor of the town, or county superintendent of the poor, may, within three years thereafter, bring an action and recover it. All contracts and securities, (except bottomry and respondentia bonds and contracts,) and all deposits of goods, &c., whereby a greater rate than seven per cent. is taken, are absolutely void. Corporations and joint-stock companies, having the power of a corporation, cannot (by an act passed in 1850) interpose the defence of usury.

By an act passed April 9th, 1870, banking associations, organized under the laws of this State, are forbidden to receive a greater rate than seven per cent. and to take a greater rate entails the forfeiture of claim and interest, and if it has been paid, the person paying it can recover twice the amount so paid.

Judgments.—A Judgment is a lien upon all real estate owned by a defendant at the time of its being docketed in the County Clerk's Office, in which such real estate is located.

Limitation of Action.—All actions upon a contract, obligation or liability, expressed or implied, except a sealed instrument or judgment. Actions for trespass upon real property; for taking, detaining or injuring any goods or chattels; for the specific recovery of personal property and upon liabilities created by statute, other than a penalty or forfeiture, or for relief on ground of fraud, must be commenced within six years after such cause of action accrued.

All actions upon sealed instruments, and upon any judgment, rendered by any court, must be commenced within twenty years after the cause of action arose.

Absence from the State by a party against whom a cause of action has accrued is not to be computed.

Actions for the recovery of real estate must be brought within twenty years after the cause of action accrued.

Rights, &c., of Married Women.—The rights and liabilities of married women have been greatly enlarged and extended by reason of special legislation and construction of statutes by the

Court of Appeals during the last few years. As the law now stands, a married woman has the rights and is subject to the same liability as if she were a single woman, in all matters relating to her separate estate.

She may carry on business in her own name and for her own separate benefit independent of her husband. Her endorsement of negotiable paper renders her liable on proper protest of dishonor, *provided*, she expresses her intention in the endorsement to make the same a charge upon her separate estate.

It seems to be the opinion of the profession that the husband is no longer responsible for the wife's indebtedness contracted previous to marriage.

In all actions against her for a tort, her husband must be joined as a party defendant.

She may inherit, hold and convey in her own name, personal and real estate, and has her right of dower in all real estate her husband may die possessed of in fee simple absolute.

NORTH CAROLINA.

Civil Arrests.—A defendant may be arrested in a civil action, when he has committed a fraud in contracting the debt, or incurring the obligation for which the action is brought, or when the action is brought to recover damages for fraud or deceit, or he has removed or disposed of his property, or is about to do so, with the intention of defrauding his creditors; in an action for the recovery of damages, on the cause of action not arising out of contract, when he is a non-resident of the State, or is about to leave the State, or for an injury to person and character, or for injuring or wrongfully detaining, taking or converting property; in an action to recover personal property unjustly detained, where the property, or any part thereof, has been concealed, removed or disposed of, so that it cannot be found or taken by the Sheriff, and with the intention that it should not be so found or taken, or with the intent to deprive the plaintiff of the benefits thereof.

No female can be arrested on a civil action except for wilful injury to person, character or property.

Jurisdiction of Justice of the Peace.—They have original jurisdiction of all civil actions founded on contract, wherein the sum demanded does not exceed $200; and wherein the title to real estate is not in question, and of all criminal matters arising within their counties, where the punishment cannot exceed a fine of $50, or imprisonment for one month. The party against whom judgment is rendered in any civil action, may appeal to the Superior Court, and if the judgment exceeds $25, there may be a new trial of the whole matter in the Appellate Court; but if the judgment is for $25 or less, then the case is heard in the Appellate Court, only upon matters of law. In all cases of a criminal nature, the party against whom the judgment is given, may appeal to the Superior Court, where the matter is heard anew.

Attachments.—An Attachment as a remedial process may be issued with the original summons, or at a subsequent time, upon the plaintiff filing a bond, and an affidavit, showing the action is for the recovery of money against a foreign corporation, or for the wrongful conversion of personal property; or that the defendant is not a resident of the State, or that defendant is a fraudulent or absconding debtor.

Notes and Bills of Exchange.—The common law or law-merchant governs the presentation, acceptance, endorsement, protest, notice, &c. An endorser is liable as a surety, and is not entitled to notice of non-payment by the maker.

Bills of Sale.—Bills of Sale are valid when duly registered.

Deeds of Trust are not valid as against third parties, until the same has been recorded in the county where the property is situated, if real estate; or if personal property, then where the mortgagor resides; or should the mortgagor reside out of the State, then where the personal property is situate.

Chattel Mortgages must be duly acknowledged and recorded in the town or city where the mortgagor resides.

Executions.—An Execution may be issued at any time previous to being barred by Statute of Limitation, but is not a lien upon personal property, until a levy is made.

Stay of Execution.—There are no stay laws.

Exemptions.—Under the exemption laws of this State, there is exempt from sale on execution, personal property not to exceed $500 in value, and a homestead not to exceed in value in any case

$1000; no property, however, is exempt from sale for payment of taxes, nor for the purchase-money thereof.

Interest.—The legal rate of interest is six per cent. Parties, however, may stipulate to pay eight per cent. for borrowed money. Usury will entail the forfeiture of all the interest.

Judgments.—A Judgment of the Superior Court, is a lien on the real estate of the defendant in the county in which it has been rendered, after having been docketed in the office of the Clerk of the Superior Court. By filing a transcript of the judgment, in the office of the Clerk of the Superior Court in any county, it becomes a lien, on the defendant's real estate in such county.

Limitation of Actions.—On all actions of account, debts on simple contract, arrears of rent, detinue, replevin or trespass, for goods or chattels or on land, must be brought within three years after the cause of action accrued.

All actions on sealed instruments, judgments, other than by a justice, foreclosure of mortgages, and Deeds of Trust must be commenced within ten years after the cause of action accrued.

Actions on a judgment rendered by a justice, or on any claim by a creditor of a deceased person, must be brought within seven years after the cause of action accrued.

Absence from the State of a party against whom a cause of action has accrued is not computed.

Actions for the recovery of land must be commenced within twenty years after such cause of action accrued.

Rights, &c., of Married Women.—Married Women can only contract for necessaries, unless they become "free traders," which can be provided for by *ante* or *post* nuptial contract with husband, duly registered, or when she is separated from or abandoned by her husband.

A marriage settlement or contract is invalid against creditors, if a greater value is secured to the intended wife and children of the marriage than is received with her in marriage, and the estate of the husband free from debt at the time of the marriage.

Real estate belonging to the wife at the time of the marriage, cannot be sold or leased by the husband except with her consent, ascertained by private examination; and no interest of the husband therein is subject to execution against him. The proceeds of the wife's land sold by court, are secured to her or her representatives.

OHIO.

Civil Arrests.—An order for the arrest of a defendant may be made on an affidavit of the plaintiff, or his authorized agent or attorney, stating the nature and amount of the plaintiff's claim, that it is just, and also establishing one or more of the following cases: That the defendant has removed, or began to remove any of his property out of the jurisdiction of the court, with intent to defraud his creditors; that he has begun to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors; that he has property or rights of action, which he fraudulently conceals; that he has assigned, removed or disposed of, or has begun to dispose of his property, or a part thereof, with intent to defraud his creditors; that he has fraudulently contracted the debt, or incurred the obligation for which the suit is about to be, or has been brought.

Jurisdiction of Justice of the Peace.—In all civil actions where the amount in dispute does not exceed $100, and concurrent jurisdiction with the Court of Common Pleas from $100 to $300.

Attachments.—An Attachment as a remedial or prohibitory process may be issued, with the original summons, or at a subsequent time, upon the plaintiff filing a bond, and an affidavit showing the action is for the recovery of money, a foreign corporation, or a non-resident of the State, or for either of the following causes: That the defendant has absconded with intent to defraud his creditors; or has left the county of his residence to avoid the services of a summons; or so conceal himself that a summons cannot be served upon him; or is about to remove his property, or a part thereof, out of the jurisdiction of the court, with intent to defraud his creditors: or is about to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors; or has property, or rights in action, which he conceals; or has assigned, removed, or disposed of, or is about to dispose of his property, or a part thereof, with intent to defraud his creditors; or has fraudulently or criminally contracted the debt, or incurred the obligation for which action has been or is about to be brought.

Attachment cannot issue against non-residents or foreign corporations, except on contract, judgment or decree.

Notes and Bills of Exchange.—The common law or law-merchant, is in force as to presentation, acceptance, endorsement, protest, notice, &c. A power of attorney to confess judgment, attached to a note, and forming a part of the same judgment-note, is not negotiable, and when the note is transferred becomes invalid.

Deeds of Trust are but seldom used. Bills of Sale are governed by the same law as chattel mortgages.

Chattel Mortgages.—When the possession of the mortgaged property is retained by the mortgagor, the instrument must be immediately filed in the Clerk's office of the township in which the mortgagor resides. If the mortgagor is not a resident of the State, then in the office of the Clerk of the township in which the property may be at the time the mortgage is executed; and within thirty days next preceding the expiration of a year from the execution thereof, they must be re-filed, with a statement of the amount due and claimed.

The mortgagee, must enter upon the instrument a true statement of the amount of his claim, that it is just, and unpaid, verifying the same before some officer authorized to administer oaths.

Executions.—An Execution may be issued immediately after the rendition of judgment; but is not a lien upon property until a levy is made. The real estate of a defendant is bound for the satisfaction of a judgment, from the first day of the term at which judgment was rendered; but judgments by confession, and judgments rendered at the same time in which the action was commenced, bind such real estate, only from the day on which such judgment was rendered.

Stay of Execution.—Stay may be had upon judgment rendered in the Justices' Court by giving security, as follows:

If the judgment does not exceed $5 for 60 days.
" " " " 20 " 90 "
" " " " 50 " 150 "

And if over $50, for 240 days.

Exemptions.—The following property is exempt from sale on execution on any judgment or decree rendered:

Wearing apparel of family, beds, bedsteads and bedding necessary for the use of the debtor's family, one stove and pipe, fuel for sixty days, one cow, two swine, or the pork therefrom, six sheep, the wool therefrom and the cloth and articles manufactured from

the wool, and sufficient food for the exempt stock for sixty days. If the debtor owns no cow, swine or sheep, he may have set apart in lieu thereof, furniture to the value of $31; all family Bibles, books and pictures, provisions to the value of $40, household and kitchen furniture to the value of $30. Tools and implements necessary for carrying on the trade of the debtor, to the value of $50.

The family homestead of each head of a family under the present law of this State, is exempt from sale on execution on any judgment or decree rendered on any cause of action accruing since April 9th, 1869, provided the homestead does not exceed $1000 in value.

A homestead of the value of $500, is exempt from sale on execution on any judgment, &c., rendered on any cause of action which accrued prior to April 9th, 1869.

When the judgment-debtor is a resident of Ohio, and the head of a family, and is not the owner of a homestead, he is entitled to select or have selected further personal property to the amount of $500 as exempt.

Interest.—The legal rate of interest is six per cent. per annum, but parties may contract to pay eight per cent. All contracts for the payment of a higher rate of interest are illegal, though such a contract does not entail the forfeiture of the principal, which can be recovered, with six per cent. interest thereon.

Judgments.—A Judgment is a lien upon the real estate of the defendant, within the county for which the judgment is entered. If execution be not issued upon any judgment within five years, the same becomes dormant; it may, however, be revived by affidavit, that one or both of the parties has deceased after judgment, or that the defendant is a non-resident, and by giving notice to the defendant, to show cause why judgment shall not be revived.

Limitation of Action.—Actions upon contract not in writing either expressed or implied, or upon a liability, expressed or implied, must be brought within six years.

All actions upon a specialty, or any agreement, contract or promise in writing, must be commenced within fifteen years after the cause of action accrued.

Actions for taking, detaining or injuring personal property, for the specific recovery of personal property, and trespass on real

estate, must be commenced within four years after such cause of action accrued.

Where a cause of action arises between non-residents, and by the laws of their country or State, such action cannot be maintained by reason of lapse of time: no action can be maintained in this State.

Absence from the State of one against whom a cause of action has accrued, or where a party conceals himself, the time of such absence or concealment is not computed.

Actions for the recovery of real estate must be brought within twenty-one years after such cause of action arose.

Rights, &c., of Married Women.—A Married Woman is generally incapable of conducting business separate and apart from her husband. The husband is liable on her contracts only when she is acting as his agent, and for necessaries. She may, however, charge her separate property by her contracts. The husband must be joined with the wife in all actions to which she is a party, except those concerning her separate property, when she may sue by her next friend. If sued jointly she may defend her own rights.

OREGON.

Civil Arrest.—A defendant may be arrested in a civil action upon affidavit that he has removed or disposed of his property, or is about to do so, with the intention of defrauding his creditors; in an action to recover the possession of personal property unjustly detained, when the property or any part thereof has been concealed, removed or disposed of; in an action for the recovery of money or damages in a cause of action arising out of contract, when the defendant is a non-resident of the State, or is about to remove therefrom, or when the action is for an injury to person or character, or for injuring or wrongfully taking or converting property. No female can be arrested in a civil action, except for an injury to person, property or character.

Jurisdiction of Justice of the Peace.—In all civil cases where the amount in dispute does not exceed $250.

Attachments.—An Attachment as a remedial or prohibitory process may be issued upon the same ground and in like manner as in Ohio.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, notice of protest, endorser, &c.

Bills of Sale are not valid as to third parties, unless possession is delivered, or the instrument is duly filed for record, as provided by law.

Chattel Mortgages are valid when the property is retained by the mortgagor; *provided*, the mortgage, or a copy thereof, is deposited in the office of the county clerk. Such mortgage ceases to be valid as against third parties, after the expiration of one year from the filing of the same, unless within thirty days preceding the expiration of the year an affidavit, setting forth the interest which the mortgagee has in the property, by virtue of such mortgage, is made and annexed to the instrument or copy on file.

Executions.—Execution may be issued immediately after rendition of judgment.

Stay of Execution.—In the Circuit Court there is no stay of execution. In a Justices Court, a stay may be had for thirty days, upon filing bond.

Exemptions.—The following personal property is exempt from sale under an execution, except when the cause of action was for the purchase-price of the same.

Books, pictures and musical instruments to the value of $75, wearing apparel to the value of $100, and if a householder, $50 for each member of the family; tools, implements, apparatus, team, vehicle, harness, or library when necessary in the occupation or profession of the debtor, to the value of $400.

If the judgment-debtor be a householder, ten sheep with one year's fleece, two cows, five swine, household goods, furniture and utensils, not to exceed in value $300; the seat or pew occupied by the debtor or his family in any place of public worship; also, the property of the state and municipal corporations.

Interest.—The legal rate is ten per cent. per annum, but parties may agree in writing for a rate as high as twelve per cent. per annum.

Judgments.—A Judgment becomes a lien upon the real estate of the defendant owned by him at the time of entry, and such as he may subsequently acquire. The lien continues for ten years.

Limitation of Action.—All actions upon contracts, expressed or implied, not under seal, liabilities created by statute other than forfeitures or penalties, of waste or trespass upon real property, and for taking, detaining or injuring personal property, must be commenced within six years after such cause of action arose.

Actions upon instruments under seal, and judgments, must be commenced within ten years after the cause of action arose, or the judgment was rendered.

Actions for the recovery of real estate, must be brought within twenty years.

Rights, &c., of Married Women.—The property and pecuniary rights of every married woman at the time of marriage, or afterwards acquired by gift, devise or inheritance, shall not be subject to the debts or contracts of her husband. She can only convey her real estate or right of dower by joining with her husband in a conveyance, but may otherwise contract in relation to her separate property.

PENNSYLVANIA.

Civil Arrests.—Where suit has been commenced on a judgment obtained in any court of record, a warrant of arrest may be issued upon an affidavit establishing to the satisfaction of the judge, one or more of the following particulars, to wit:

That the defendant is about to remove any of his property out of the jurisdiction of the court in which such suit is brought, with intent to defraud his creditors.

That he has property which he fraudulently conceals. That he has rights in action, or some interest in any public or corporated stock, money, or other evidence of debt, which he unjustly refuses to apply to the payment of any such judgment or judgments which shall have been rendered against him, belonging to the complainant.

Or that he has assigned, removed or disposed of, or is about to dispose of any of his property, with the intent to defraud his creditors.

Or that he fraudulently contracted the debt, or incurred the obligation on which the action is brought.

Jurisdiction of Justices of the Peace.—In all civil cases where the amount in controversy does not exceed $100, except where title to real estate is involved. If judgment is confessed, or parties appear voluntarily, or case is submitted to reference, a Justice may enter judgment for a greater sum than $100.

Attachments.—An Attachment, as a remedial process, may be issued upon the plaintiff's, or some one in his behalf, filing a bond with sufficient surety, in double the amount of the claim, and making affidavit setting forth that the defendant contracted the debt, or incurred the obligation for which the claim is made, fraudulently; that he is about to remove his property out of the jurisdiction of the court, with intent to defraud his creditors; that he has property, rights in action, interest in any stocks, money or evidence of debt, which he fraudulently conceals; or that he has assigned, disposed of or removed, or is about to assign, dispose of or remove, any such property, with intent to defraud his creditors.

A Foreign Attachment may issue against the real and personal property of a non-resident of the State, who may have property within the State, but who is not in the county at the time the writ issues; a bond must be filed with sufficient surety approved by the court, before this writ can issue.

Notes and Bills of Exchange.—The law-merchant is in full force as to presentation, protest, notice, liability of maker, drawer, endorser, &c.

Judgment-notes are much in use, but are not negotiable. The rights of the payee can only be transferred after the entry of the judgment on the note.

Bills of Sale are in use, but possession of personal property must follow, otherwise they are absolutely void against creditors or subsequent purchasers.

Deeds of Trust are used for the conveyance of realty, and must be duly acknowledged and recorded. No valid lien on personal property can be created as against third parties or subsequent pur-

chasers, as the laws of the State make possession of personal property *prima facie* evidence of ownership.

Executions.—An Execution may be issued within five years after the judgment has been rendered or renewed.

The personal property of the defendant is bound upon the delivery of the execution to the sheriff. When personal property is exhausted without satisfying the execution, real estate may be proceeded against; but upon a levy being made on real estate, an inquisition is held by the sheriff to ascertain if the rents, issues and profits of his real estate levied upon, will pay the debts, interest and costs in seven years. In case the inquisition so find, the property is extended on payment of a certain rental every six months, such payment being distributed *pro rata* to all liens against the property. If default is made in the half-yearly payments, an order of sale may be issued; or if the rents, issues and profits are not found by the inquisition to be sufficient to pay the debts as above, an order of sale is issued, returnable to the next term of court.

Stay of Execution.—A Stay of Execution is granted on judgments recovered upon contract, (except on mortgages,) provided the judgment-debtor offers as security, unencumbered real estate sufficient to satisfy the demand, or sufficient bail, as follows:

If the judgment does not exceed $200, six months.
" " " " 500, nine "
" " exceeds $500, one year.

If the judgment was rendered by a Justice of the Peace, the stay may be as follows:

If the judgment does not exceed $60, six months.
And if over $60, nine months.

Exemptions.—Under the law of this State, property to the value of $300, over and above the wearing apparel of the debtor and his family, and all Bibles and school-books are exempt from sale under an execution. The debtor may choose either real or personal estate to the value of $300 as exempt.

Interest.—The legal rate of interest is six per cent. per annum. Interest at a greater rate cannot be collected, and if paid, can be recovered, provided suit is brought within six months from the time such payment is made.

No usury law is in force.

Judgments.—A Judgment is a lien upon the real estate of the

defendant in the county where judgment is entered, and continues in force for five years, and may be extended by the revival of the judgment: the judgment is barred at the expiration of 21 years. Judgments of Justices of the Peace become liens upon real estate of the defendant, by filing a transcript of the judgment in the Court of Common Pleas for the county wherein the property is situated.

Limitation of Actions.—All actions of account, notes, contracts under seal, replevin for goods and chattels, and trespass upon real estate, must be brought within six years after such cause of action accrued.

Actions on sealed instruments, or for the recovery of land, must be commenced within 21 years after the cause of action accrued.

Rights, &c., of Married Women.—A married woman cannot legally conduct business separate and apart from her husband, nor can she sue or be sued, unless declared a "femme sole trader" by the courts. Goods sold to her should be charged to husband and wife, upon which an action can be maintained, and execution had against his property.

She may be declared a "femme sole trader," when her husband refused to provide for, or deserts her.

A married woman cannot give valid promissory notes, or any other instruments of writing, except a mortgage on their separate estate, her husband joining in the mortgage.

She may retain all property owned before or obtained after marriage, free from the control or debts of her husband, but he is not liable for her debts contracted before marriage.

RHODE ISLAND.

Civil Arrests.—The defendant may be arrested when a writ of attachment has been issued against him, and the plaintiff, or some one in his behalf, makes an affidavit duly certified on such writ, that the defendant is about to remove from the State, without leaving therein real or personal estate whereon service of said writ may be made by attachment sufficient to satisfy the damages laid thereon; or that the defendant has committed fraud in contracting the debt

upon which the action is brought; or is concealing or wrongfully disposing of any of his property.

No female can be arrested in any civil action founded on contract, by virtue of any original writ whatever.

Jurisdiction of Justices of the Peace.—In all civil cases where the amount in dispute does not exceed $50.

Attachments.—An Attachment, as a mesne or original process, may issue against the real and personal estate of the defendant, upon an affidavit of the plaintiff, or his agent or attorney, endorsed on the writ, setting forth that the plaintiff has a just claim or demand against the defendant, and that the defendant has property which he does not intend to apply to the payment of the plaintiff's claim. Real estate cannot be attached upon a justice's writ, unless the debt or damages exceed $20.

Notes and Bills of Exchange.—The common law or law-merchant governs the presentation, acceptance, endorsement, notice of protest, &c.

Bills of Sale are not in use. Deeds of Trust of real estate must be acknowledged and recorded, but when of personal property only, are not required to be recorded.

Chattel Mortgages are not valid, unless the property is taken possession of by the mortgagee, or the mortgage is recorded in the clerk's office of the town where the mortgagor resides.

Executions.—An Execution may be issued immediately after the judgment is rendered, but is not a lien on real or personal estate, unless enforced by a levy.

Stay of Execution.—An execution may be stayed for cause shown, until further orders, by the Supreme and Common Pleas Courts, but there are no stay laws.

Exemptions.—The exemptions in this State from sale on execution are, household furniture and family stores of a housekeeper, provided they do not exceed $200 in value, all the necessary wearing apparel of the debtor and his family, one cow and hog, and the tools or implements of the trade or profession of the debtor, to the value of $50.

Interest.—The legal rate of interest is six per cent. per annum, but any rate may be stipulated for between the parties to a contract.

Judgments.—A Judgment is not a lien upon the real estate of a defendant, until execution is issued, and levy made.

Limitation of Actions.—Actions of account, covenant, debt not founded on contract under seal, arrears of rent, detinue and replevin, must be commenced within six years after such cause of action accrued.

Actions on accounts between merchant and merchant, their factors and servants, concerning merchandise, must be commenced within 20 years after the cause of action arose.

All actions of trespass and ejectment must be commenced within four years.

Rights, &c., of Married Women.—A married woman cannot conduct business separate and apart from her husband, nor can she sue or be sued in her own name. She cannot transact business as a trader, and her individual contract is worthless.

If a married woman comes into the State without her husband, he never having lived with her in this State, and she resides here one year without him, she may then transact business in her own name, sue and be sued as a single woman.

SOUTH CAROLINA.

Civil Arrests.—Arrests in civil actions may be made in the following cases: When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors; when the defendant has been guilty of fraud in contracting the debt or incurring the obligation for which the action is brought, or to recover damages for fraud and deceit; in an action to recover possession of personal property unjustly detained, concealed, removed or disposed of, so that it cannot be found or taken by the sheriff, and with the intent that it should not be so found or taken, or with the intent to deprive the plaintiff thereof; in an action for the recovery of damages (in a cause of action not arising out of contract) where the defendant is a non-resident of the State, or is about to remove therefrom, or for injury to person or character, or for injuring or wrongfully detaining, taking or converting property.

But no female can be arrested in a civil action.

Jurisdiction of Justices of the Peace.—They have jurisdiction in actions arising on contract for the recovery of money

only; for damages for injury to person or property; for a penalty, fine or forfeiture; also in actions commenced by attachment; and for the recovery of personal property, whenever such debt, sum, damages or value of the property claimed does not exceed $100.

Attachments.—An Attachment can be issued as a remedial process, upon the plaintiff filing a bond, and an affidavit setting forth that the defendant is a foreign corporation, or a non-resident of the State, or that the defendant has absconded or conceals himself, or is about to remove his property, or has assigned, disposed of or secreted it, or is about to do so, with the intent to defraud his creditors.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, notice of protest, &c. No protest is necessary on a bill for less than one hundred dollars; and all bills, foreign and domestic, payable at sight, are entitled to days of grace.

Bills of Sale of personal property remaining in possession of the vendor, and in which he reserves an interest, unless in writing, are void as against subsequent creditors and *bona fide* purchasers. Bills of Sale with proviso for redemption, where the property is delivered to the vendee, become absolute if not redeemed within two years after breach of proviso.

Deeds of Trust of real or personal property must be acknowledged and recorded. Real or personal estate held in trust, may be sold under execution against the person for whom the trust is held.

Chattel Mortgages must be recorded, and after forfeiture, the mortgagee may take possession of the property.

Executions.—An Execution may be issued immediately after the judgment is rendered, but is not a lien upon personal or real property, unless enforced by actual levy. A levy on real estate will bind for one hundred and twenty days. Property attached continues bound for satisfaction of the judgment for one hundred and twenty days after final judgment.

Stay of Execution.—There are no stay laws in force.

Exemptions.—The following property is exempt from both mesne and final process: Household furniture, beds and bedding, family library, arms, carts, wagons, farming implements, tools, neat cattle, work animals, swine, goats and sheep, not to exceed in

value $500. The family homestead and lands adjacent, not to exceed $1000 in value; also, the annual products of the homestead, and one-third of the annual products of all agricultural laborers, mechanics, &c., are exempt from attachment, levy and sale, except for payment of taxes.

Interest.—The legal rate of interest is seven per cent. Parties may, however, contract in writing for any amount. Open accounts do not bear interest without express agreement.

There are no usury laws in force.

Judgments.—A Judgment is not a lien upon the real estate of the debtor, but property attached is held for one hundred and twenty days after final judgment is rendered.

Limitation of Actions.—Actions on accounts, notes, and all other contracts not under seal, must be commenced within six years after the cause of action accrued.

Actions on instruments under seal, and on judgments, are limited to 20 years.

An action for the recovery of land must be brought within 20 years.

Rights, &c., of Married Women.—The real and personal estate of a married woman, held by her at the time of marriage, or afterwards acquired, is not subject to levy and sale for her husband's debts, but is held as her separate property. She may devise, bequeath or convey the same in the same manner and to the same extent as if she were unmarried. She may execute deeds, mortgages and other legal instruments; may purchase property in her own name, and take conveyances to herself; and may contract and be contracted with, in all respects as if unmarried. In respect to her separate estate, she may sue and be sued alone, and execution may be enforced against her separate estate. The husband is not liable for her debts contracted before marriage, nor for those contracted after marriage, unless for her necessary support.

TENNESSEE.

Civil Arrest or imprisonment for debt is abolished.

Jurisdiction of Justice of the Peace.—They have jurisdiction to the amount of $500, upon all notes of hand, indiscriminately, whether calling for dollars or cents singly, or for an amount to be discharged in other means than money, or for any article or articles; also upon endorsements of negotiable paper, where demand or notice are expressly waived in the endorsement; also of all unsettled accounts, obligations, contracts, or other evidences of debt not embraced above, when the amount claimed does not exceed $250. Actions for damages, upon contract or tort, except slander and replevin, where the amount does not exceed $250. They also have jurisdiction in equity cases, where the sum in controversy does not exceed $50. They have no criminal jurisdiction.

Attachments.—An Attachment as a remedial process, may be sued out against the property of a debtor, on the plaintiff filing a bond with surety, and making affidavit setting forth that the defendant is about to remove or has removed himself or property from the State; or has removed or is removing himself out of the county, privately, or conceals himself so that the ordinary process of law cannot be served upon him; or absconds, or is concealing himself or property, or has fraudulently disposed of, or is about to fraudulently dispose of his property to defeat his creditors; or where any person owing a debt, resides out of the State, and dies, leaving property in the State. An Attachment may be sued out upon a debt not due for any of the above causes, except non-residence.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, notice of protest, &c. An acceptor of a bill, or drawer of a note, may put the holder, who has received the note before maturity, to proof as to the consideration given for the paper; and if the defendant had any defence or set-off against the original payee, he can set up the same defence in the hands of a third party. The holder of such paper can, however, recover against such drawer, or maker, the amount he gave for the same, and legal interest therefor. A party taking in payment of a debt the note of a third party, not

due, takes it subject to all the equity existing between the maker and endorser: that is want of consideration, failure of consideration, set-off, &c.

Bills of Sale are not required to be recorded. Deeds of Trust must be recorded, and only take effect from the time of registration.

Chattel Mortgages to be valid against third parties, must be registered, and only take effect from the date of registration.

Executions.—An Execution may be issued while the court is in session, or after adjournment, upon sufficient cause shown, against the debtor's property real or personal. The personal property must be exhausted before a levy can be made on real estate. The defendant, however, has the privilege of having the real estate sold first.

An execution may be issued at any time within seven years after rendition of judgment, except in the event of the death of the defendant. In case of death, the judgment may be revived against the personal representatives of the decedent, by a writ of *scire facias*.

Stay of Execution.—Stay of Execution is only allowed when judgment has been rendered by a justice of the peace, and then for eight months, if security be filed and approved, without regard to the amount of the judgment.

Exemptions.—The following property under the exemption laws of this State, are exempt from sale under an execution or final process of law:

Necessary household and kitchen furniture for use of debtor and his family, one cow and calf, five sheep, ten swine, all fowls and poultry, one loom, five hundred bundles of oats and fodder, ten bushels of wheat, one stack of hay, one man's saddle and one side-saddle, one bridle, ox-cart, yoke, ring, staple and log chain, one farm horse, mule, or yoke of oxen, six hundred pounds of pork, or bacon, one hundred bushels of corn, one plow and gear, one set of mechanics' tools necessary for one workman at any trade.

The homestead of every housekeeper residing in the State, consisting of a dwelling-house and out-buildings, and the land adjacent, is exempt from execution and attachment if not more than $500 in value, or the cause of action accrued subsequent to January 1st, 1853. But before any person can be entitled to the benefit of the Homestead Exemption Act, he must file a declaration in the office of

the register, in the county where the land is situated, of his intention of claiming such a homestead.

Interest.—The legal rate of interest is six per cent., but parties may contract in writing for any rate not exceeding ten per cent.

The usury laws are in force on all contracts which call for a greater rate than ten per cent.

Judgment.—A Judgment in any Court of Record, is a lien on the real estate of the debtor in every county of the State, if the judgment is rendered in the county in which he resides; but when a judgment is rendered in any other county than the one in which he resides, it is necessary that a certified copy of the same be registered in the county where he resides, in order to make it become a lien on all his lands in every county of the State. The lien continues for twelve months.

Limitation of Actions.—Actions on accounts rendered, debts on simple contract, detinue, replevin, and trespass either on land or goods and chattels, and arrears of rent, must be brought within three years after such causes of action accrued.

Actions for the recovery of lands, must be brought within seven years.

Rights, &c., of Married Women.—A Married Woman cannot conduct business separate and apart from her husband, neither can she sue or be sued without her husband being joined. A note given by a married woman should express that she binds her separate property for the payment of the same, otherwise it cannot be collected. The real estate of a married woman cannot be sold without her joining the husband in the deed.

The personal property of a married woman in her own right, not being reduced to possession during coverture, is her absolute property after the death of her husband; but if the personal property be reduced into possession by the husband during marriage, it then becomes his property absolutely; and the husband, as her administrator, can collect any debts due her, and the same becomes his absolute property.

TEXAS.

Civil Arrests.—There is no imprisonment for debt or arrests on civil actions.

Jurisdiction of Justices of the Peace.—In all civil cases where the amount in dispute (exclusive of interest) does not exceed $100. They have also jurisdiction in all actions for forcible entry and detainer; also partial jurisdiction in actions for the trial of the right of property. In criminal cases they have jurisdiction in all matters when the offence does not amount to a felony.

Attachments.—An Attachment as a remedial or prohibitory process, may issue at the beginning or pending a suit, the plaintiff or his attorney having filed a bond with surety; and made affidavit, that the defendant is not a resident of the State, or that he is about to remove out of the State, or that he has abandoned the county, or that he secretes himself so that the process of law cannot be served upon him; or that he is about to remove his property beyond the State, or beyond the county in which the suit has been or is commenced, or that he is about to transfer or secrete, or has transferred or secreted his property, for the purpose of defrauding his creditors. The plaintiff may also garnishee any debts due to the defendant.

Notes and Bills of Exchange.—The common law is in force as to protest and notice, but the liability of drawer or endorser may also be fixed by instituting suit against the acceptor of the bill, or maker of the note, before the first term of the District Court, to which suit can be brought, or to the second term on giving sufficient reason for failure to sue to the first term, after the right of action accrued. In bills and notes for less than one hundred dollars, exclusive of interest, suit must be brought within sixty days after the right accrued.

Bills of Sale are required in transfers of cattle and horses; and in criminal prosecutions, the absence of bill of sale is *prima facie* evidence of unlawful possession.

Deeds of Trust must be recorded, to be valid as to third parties. Upon the death of the maker of the deed, the power of sale ceases; the lien may be enforced as a mortgage through the courts.

Chattel Mortgages are void as against creditors, and purchasers for valuable consideration without notice, unless recorded in the county where the mortgagor resides.

Executions.—An Execution may be issued during the sitting of the court, or after adjournment, upon sufficient cause shown. The personal property of a judgment-debtor is not bound unless enforced by a levy. There is no lien by virtue of execution without levy.

Stay of Execution.—There are no stay laws in force.

Exemptions.—The following property is exempt, under the laws of this State, from sale under an execution:

All household and kitchen furniture, not exceeding in value $200; all implements of husbandry, not to exceed $50 in value, all tools, apparatus and books belonging to the trade or profession of any citizen, five milch cows, one yoke of oxen, or one horse, 20 hogs, and provisions for one year.

The homestead of a family, not to exceed 200 acres of land, (not included in a city, town or village;) or any city, town or village lots, not to exceed $5000 in value, are not subject to forced sale for debts, except for purchase-money thereof, taxes or labor and materials expended thereon.

Interest.—The legal rate of interest is eight per cent. Open accounts draw interest in the absence of special agreement, from the 1st day of January after they are contracted. All usury laws are abolished and any rate may be contracted for which the parties may agree upon.

Judgments.—Judgments of Courts of Record, are liens upon all the real estate of the defendant in the county where rendered. The lien may be extended to other counties, by recording the judgment in such other counties. Judgments do not become dormant save when intervals of ten years occur between issuance of executions.

Limitation of Action.—Actions on open accounts, or for recovery of personal property, or trespass or injury to property, must be commenced within two years from the time the cause accrued.

All actions founded on any contract in writing, contract under seal, and of accounts between merchants relative to merchandise, must be brought within four years after such cause of action arose.

Actions for the recovery of land, must be brought within ten years, if in peaceable possession for that time; within five, if defendant has held under a duly recorded deed, and paying taxes; and within three years, if the defendant holds by a chain of transfer from the government down to himself.

Rights, &c., of Married Women.—A Married Woman cannot conduct business in her own name. All property owned by either husband or wife at the time of marriage, or acquired afterward by gift, devise or descent to either, is his or her separate property.

All property acquired otherwise, during the marriage, is their common property, managed and disposed of by the husband during marriage, but their interest in it is equal on the dissolution of the marriage, after payment of their debts contracted during marriage.

UTAH TERRITORY.

Civil Arrests—The defendant may be arrested in a civil action, by the plaintiff, or some one in his behalf, filing a bond, with sufficient surety, and making affidavit, in one or more of the following cases: In an action for the recovery of money or damages; in an action on a contract, express or implied; when the defendant is about to depart from the Territory with intent to defraud his creditors; in an action to recover possession of personal property unjustly detained, concealed, removed or disposed of; or when the defendant has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought, or in concealing or disposing of such property, or when the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors.

Jurisdiction of Justice of the Peace.—In all civil cases (except where the title or boundary to land is in question) when the amount in controversy does not exceed $100; and in criminal cases where the punishment does not exceed a fine of $100, or six months' imprisonment.

Attachments.—An Attachment as a remedial process may issue, upon the plaintiff or his agent or attorney filing a bond with sufficient surety, and making affidavit setting forth either of the following causes: That the defendant is a non-resident of the Territory; or has departed, or is about to depart from the Territory or county; or conceal himself so that a process cannot be served; or is disposing of his property with intent to defraud his creditors.

Notes and Bills of Exchange.—The common law or law-merchant is in force, as to presentation, acceptance, endorsement, notice of protest, &c.

Chattel Mortgages are void as against creditors and purchasers for valuable consideration without notice, unless recorded in the county where the mortgagor resides.

Executions.—An Execution may be issued at any time within three years after the entry of a judgment.

Executions may be issued at the same time to the several counties of the Territory. All the real and personal property of a judgment-debtor is liable to execution, except such as is exempt by law.

Stay of Execution.—There are no stay laws in force.

Exemptions.—The following property is exempt from execution: Chairs, tables, desks and books, to the value of $100; necessary household, table and kitchen furniture, and wearing apparel, and provisions and fuel for sixty days; farming implements, two oxen, horses or mules, and their harness; one cow and calf; one cart or wagon, and food for stock for sixty days; all seed, grain or vegetables, on hand or reserved or provided for planting within six months, not exceeding in value $100; tools of a mechanic, instruments and library of physicians, dentists and surveyors; libraries of lawyers and clergymen; the cabin or tent of a miner, including furniture and necessary tools used in mining, not to exceed in value $400, and necessary food for 30 days.

If the debtor be the head of a family, there is further exempt: five sheep and their fleeces, two hogs and three pigs, and necessary food for them for sixty days; all flax raised and the materials manufactured therefrom; spinning-wheels and other instruments of domestic labor, kept for family use; also a homestead consisting of lands and improvements thereon, and appurtenances thereunto belonging, not exceeding in value $1000 for the debtor, and the further sum of $250 for each member of his family.

Interest.—The legal rate of interest is seven per cent., but parties may contract in writing for any rate not exceeding ten per cent.

Judgments.—From the time the judgment is docketed upon the judgment-roll, it becomes a lien upon all the real property of the judgment-debtor, not exempt from execution in the county. The lien continues for two years, but the time during which execution is suspended by appeal, or action of the court, or defended, is not computed.

A transcript of the original docket may be filed with the recorder of any other county, and from the time of such filing, the judgment becomes a lien upon all the real property of the debtor in such county, and continues in force two years.

Limitation of Actions.—Actions upon open accounts, or any contract not under seal, must be commenced within two years after the cause of action arose.

Actions upon contracts under seal, must be brought within four years after the cause of action accrued.

Actions on a penalty created by a statute other than a penalty or a forfeiture; actions for trespass upon real property, for taking, detaining or injuring any goods or chattels, for the recovery of specific personal property, for relief on ground of fraud, must be commenced within three years after the cause of action accrued.

Actions upon any judgment, within five years after the rendition thereof.

Actions for the recovery of real estate, must be brought within seven years.

Rights, &c., of Married Women.—By the Statutes of this Territory it is enacted, that all property owned by either spouse before marriage, and that acquired afterwards by gift, bequest, devise or descent, with the rents, issues and profits thereof, is the separate property of that spouse by whom the same is so owned or acquired, and separate property owned or acquired, as specified above, may be held, managed, controlled, transferred, and in any manner disposed of by the spouse so owning or acquiring it, without any limitation or restriction by reason of marriage. Also, that either spouse may sue or be sued, plead or be impleaded, or defend and be defendant-at-law; and also, that no right of dower shall exist or be allowed in this Territory.

VERMONT.

Civil Arrests.—A defendant may be arrested in a civil action, if the plaintiff, or some one in his behalf, files an affidavit with the person authorized to sign the writ, showing that he has good reason to believe, and does believe, that the defendant is about to leave the State, and has concealed on his person or elsewhere, money or other property, exceeding in value $20, or sufficient to satisfy the debt on which the action is brought.

Jurisdiction of Justices of the Peace.—In all actions of a civil nature, except actions for slanderous words, false imprisonment, replevin for goods and chattels when the value thereof exceeds $20, and where the title to land is concerned, and where the debt or matter in demand does not exceed $200; and of actions of trespass on the freehold, where the sum in demand does not exceed $20.

Attachments.—An Attachment as a mesne process, may be issued with the original summons, and the goods, chattels or estate of the defendant so attached, are held to respond to the judgment rendered on such process; personal property being held thirty days, and real property, five months from the time such judgment shall be rendered; and unless the plaintiff shall, within the time specified, take such property in execution, the same shall be discharged from such process; unless such property be encumbered by a prior attachment, in which case, if personal property, it may be held thirty days, and if real estate, five months after the encumbrance is removed.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, notice of protest, &c.

Bills of Sale are not in use. Deeds of Trust are used for conveyance of real and personal estate, and are required to be acknowledged and recorded.

Chattel Mortgages must be executed, acknowledged and recorded in the same manner as deeds of real estate. They may be assigned, discharged or foreclosed, in the same manner as provided in law concerning real estate.

Executions.—An Execution issued against personal property

will only hold for thirty days, and on real estate for one hundred and fifty days.

Stay of Execution.—There are no stay laws in force.

Exemptions.—The following property is exempt from execution: Wearing apparel, bedding, arms, tools and articles of household furniture, necessary for the debtor and his family, one sewing-machine, one cow, the best swine, or the pork from one swine, ten sheep, and one year's produce of such sheep in wool, yarn or cloth, necessary forage for ten sheep and one cow for one winter; ten cords of wood, 20 bushels of potatoes, all growing crops, 10 bushels of grain, one barrel of flour, three swarms of bees and hives with the honey, 200 pounds of sugar, school-books and Bibles, and other books in family use, poultry not to exceed $10 in value, the library and instruments of a physician, dentist, surveyor, clergyman or lawyer, not to exceed in value $200; one yoke of oxen, with necessary forage for winter.

The homestead of every householder or head of a family, consisting of a dwelling-house, out-buildings and the land connected therewith, not to exceed in value $500, used and kept by such housekeeper as a homestead, with the rents, issues and products thereof, are exempt from execution and attachment, except for taxes, or for a cause of action existing at the time of recording deed designating such land or place as a homestead.

Interest.—The legal rate of interest is six per cent. Should a greater rate be charged and paid, the excess may be recovered.

Judgments.—A Judgment is not a lien upon the real estate of the defendant, but "personal property attached on mesne process, shall be held to respond to the judgment rendered on such process, thirty days from the time such judgment shall be rendered; and unless the plaintiff shall, within thirty days from the time of rendering final judgment, take such property in execution, the same shall be discharged from such process, and real estate attached on such process, shall be held five calendar months after the rendition of final judgment, and no longer—unless such personal property or real estate shall be encumbered by a prior attachment, in which case such personal property shall be held thirty days, and such real estate five calendar months after such encumbrance is removed."

Limitation of Actions.—All actions upon open accounts, or contract, expressed or implied, arrears of rent, trespass upon

lands, actions of replevin, and all actions for taking, detaining or injuring personal property, must be commenced within six years after such cause of action arose.

Actions on promissory notes signed in the presence of an attesting witness, must be commenced within fourteen years.

All actions for the recovery of land must be brought within fifteen years.

Rights, &c., of Married Women.—When any married man has abandoned his wife, and has not made sufficient provision for her maintenance, if the wife is of the age of eighteen years, the Supreme Court may on her petition, authorize her to sell and convey her real estate or any part thereof, and also any personal estate which shall at the time have come to the husband by reason of the marriage, and which may remain in the State undisposed of by him.

The wife is deemed an unmarried woman so far as to enable her to carry on and transact business on her own account during such time as her husband shall be confined in the State prison, and she may sue and be sued as a single woman in all cases where the cause of action arose while her husband was so imprisoned, and she is also entitled to the same rights and privileges during his imprisonment as if he had abandoned her.

The rents, issues and products of the real estate of any married woman, belonging to her before marriage, or which she may have acquired by gift, grant, devise or inheritance during coverture, shall not be liable to attachment or levy of execution, for the sole debts of her husband; but such annual products may be attached or levied upon for any debt of her husband created for the necessaries of the wife and family, and for any debt incurred in the cultivation or improvement of such real estate, for labor or materials furnished.

VIRGINIA.

Civil Arrests.—There can be no civil arrest or imprisonment for debt, unless the plaintiff, or some one in his behalf, files an affidavit showing that he has a cause of action against the defend-

ant, and that he has good cause to believe, and does believe, that the defendant is about to leave the State, with intent to defraud his creditors.

Jurisdiction of Justice of the Peace.—In all claims of not greater value than $50. If the claim amounts to $20, defendant may have the warrant removed to the County Court.

Attachments.—An Attachment, as a remedial process, may be issued upon the plaintiff filing a bond with sufficient surety, and an affidavit setting forth that the defendant is a non-resident of the State; or that he is removing, or intends to remove his property, or the proceeds of the sale of his property, or a material part of such property or proceeds out of the State, without leaving sufficient property in the State to satisfy the plaintiff's demands.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, notice of protest, &c.

Bills of Sale are not in use. Their place is supplied by deeds of trust, conferring powers of sale on the trustee, by which deeds, either real or personal property may be conveyed.

A Deed of Trust, to be valid against creditors and subsequent purchasers for valuable consideration without notice, must be recorded in the county or corporation wherein the property is situate, within sixty days of its being duly acknowledged and certified for record.

Executions.—An Execution is a lien from the time of its delivery to the sheriff or other officer to be executed, upon all personal property of the judgment-debtor, and may be levied on the current money and bank-notes, as well as on the goods and chattels of the defendant.

Stay of Execution.—A Stay of Execution is only granted when a party desires time to perfect an appeal.

Exemptions.—No growing crops of any kind, except Indian corn, are liable to distress or levy.

A housekeeper or head of a family has exempt from levy, one cow, and the necessary household and cooking utensils; the tools of a mechanic, not to exceed $25 in value; sewing-machine and family portraits; also one bedstead, bed and necessary bedding for every three members of his family, a yoke of oxen or one horse or mule, either of which shall not exceed in value $100, one plow.

Interest.—The legal rate of interest is six per cent., but parties may agree in writing for any rate not exceeding twelve per cent. The excess of interest is forfeited if the suit be in equity, but at law, both principal and interest are forfeited.

Judgments.—A Judgment is a lien on all real estate held by a debtor, except against a purchaser for a valuable consideration without notice, in which case, in order to become a lien, it must be docketed in the county or corporation where such property is situated, either within one year from date of judgment, or ninety days before conveyance to purchaser.

Limitation of Actions.—Actions upon an award, or upon a contract in writing not under seal, or on open account between merchants, must be brought within five years after the cause of action accrued.

An action between a retailer and consumer, must be brought within two years after the cause of action accrued.

Actions founded on contracts under seal must be brought within twenty years.

Actions for the recovery of land must be brought within fifteen years.

Rights, &c., of Married Women.—A married woman cannot conduct business separate and apart from her husband, nor can she sue or be sued on her individual note. Her personal property becomes the husband's absolutely upon marriage, as does also the rents and profits of her real estate, unless the contrary is provided by marriage settlement. The wife is entitled to dower, and must join with the husband to release it.

WASHINGTON TERRITORY.

Civil Arrests.—A defendant may be arrested in the following cases: When he has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought, or in concealing or disposing of the property, for the taking, detention, or conversion of which the action is brought. When he has removed or disposed of his property, or is about to do so, with

intent to defraud his creditors. In an action to recover the possession of personal property, unjustly detained, when the property, or any part thereof, has been concealed, removed or disposed of, so that it cannot be found or taken by the Sheriff, and with the intent that it should not be so found or taken, or with the intent to deprive the plaintiff of the benefits thereof. In an action for the recovery of damages, on a cause of action not arising out of contract, where the defendant is a non-resident of this Territory, or is about to remove therefrom, or where the action is for an injury to person or character, or for injuring or wrongfully taking, detaining or converting property.

Jurisdiction of Justice of the Peace.—In all civil cases where the amount in controversy does not exceed $100 and costs, except actions in relation to title, foreclosure of mortgage or liens on real estate; actions for false imprisonment, slander, libel, malicious prosecution, &c., nor any action against an executor or administrator as such.

Attachments.—An Attachment as a remedial process may issue, upon the plaintiff or some one in his behalf, filing a bond with sufficient surety, and an affidavit setting forth, that the defendant is a foreign corporation, or that he is a non-resident of the Territory, or has departed therefrom with intent to delay or defraud his creditors, or to avoid the service of process, or keeps himself concealed therein with the like intent; or that he has removed or is about to remove any of his property from the Territory with intent to delay or defraud his creditors; or that he has assigned, secreted or disposed of any of his property, or is about to assign, secrete or dispose of it with intent to delay or defraud his creditors; or that the defendant has been guilty of fraud in contracting the debt, or incurring the obligation for which the action is brought.

Notes and Bills of Exchange.—Paper that is negotiable is the same as an account rendered, or an ordinary book account. The Statute provides that in an action on a promissory note, or bill of exchange, negotiated in good faith, and without notice before due, which has been assigned to the plaintiff, the defence of want of consideration cannot be set up, but the defendant may set off a demand against the person to whom he was originally liable, or any assignee, prior to the plaintiff, of such contract: *Provided*, such demand existed at the time of the assignment thereof, and

belonging to the defendant, in good faith, before notice of such assignment, and was such a demand as might have been set off against such person to whom he was originally liable, or such assignee, while the contract belonged to him.

Chattel Mortgages must be executed acknowledged and recorded, and may be foreclosed in the same manner as mortgages on real estate.

Executions.—An Execution may be issued at any time within five years after the judgment was rendered.

All property of the defendant's, not exempt by law, is liable to execution.

Stay of Execution.—A Stay of Execution may be granted on a judgment rendered in the Supreme Court, as follows:

If the judgment does not exceed $500, for 30 days.
" " " " " 1500, " 60 "

And if it exceeds $1500, for 90 days.

If rendered in the District Court, as follows:

If the judgment does not exceed $300, for 2 months.
" " " " " 1000, " 5 "

And if it exceeds $1000, for six months.

The defendant in order to obtain a stay, must give bond with good security, for double the amount of the judgment and costs.

Exemptions.—The following property is exempt from levy and sale on execution or attachment:

The wearing apparel of each member of a family, libraries, family portraits and keepsakes. To each householder, necessary household goods not to exceed in value $150; two cows and calves, 5 hogs, two stands of bees, 25 domestic fowls and provisions and fuel for such householder and family for six months. To a farmer there is exempt, a span of horses, and harness or two yoke of oxen, with yokes and chain, and one wagon, all farming implements actually in use on the farm not exceeding in value $200. The tools of a mechanic, not to exceed $500 in value. The library of a physician, lawyer, clergyman or other professional man, not to exceed $500 in value; one horse and buggy, instruments used in practice by a physician, not to exceed $200 in value. There is also exempt from execution and attachment to every householder being the head of a family, a homestead not exceeding the sum of $1000 while occupied as such by the owner thereof, or his family.

No property however is exempt from execution issued upon a judgment for the price or any part thereof, or for taxes levied thereon.

Interest.—The legal rate of interest is ten per cent., but parties may contract in writing for any rate they may agree upon.

Judgments.—A Judgment is a lien upon the real estate of the judgment-debtor, in any county; *provided*, a transcript of the judgment be filed in the office of the county auditor, of such county.

Limitation of Action.—An action upon a contract or liability, express or implied, which is not in writing, and does not arise out of any written instrument; an action for taking, detaining or injuring personal property, including an action for the specific recovery thereof, or for any other injury to the person or rights of another, not otherwise herein enumerated, an action for relief upon the ground of fraud, the cause of action in such case not to be deemed to have accrued until the discovery thereof by the aggrieved party; an action upon a statute for penalty or forfeiture; an action for waste or trespass upon real property, must be commenced within three years.

An action upon a contract in writing, or liability express or implied, arising out of a written agreement; an action for the rents and profits of real estate; an action upon a judgment of any court must be commenced within six years.

An action for the recovery of real estate must be commenced within twenty years.

The time the statute runs shall be computed from the period which shall have accrued since the cause of action arose.

In an action upon an open and current account, brought to recover a balance, the cause of action shall be considered to have accrued from the date of the last item proved by either party, but where more than one year has elapsed between any of a series of items, they shall not be deemed such an account.

Rights, &c., of Married Women.—In all suits or causes of action against a married woman, the husband must be joined with her, except when the action concerns her separate estate, or when the action is between herself and her husband, in which cases she may sue or be sued alone. If the husband and wife are sued together, the wife may defend her own right. It is not necessary

for the wife to prosecute or defend by next friend. The separate property of the wife is liable for debts owing by her at the time of marriage; the husband is not liable therefor.

All property, both real and personal, owned by the wife before marriage, or afterwards acquired by gift, bequest, devise or descent, is her separate property; and all property, real or personal, owned by the husband before marriage, or afterwards acquired by him by gift, bequest, devise or descent, is his separate property; and all property acquired after marriage, (except such as may be acquired by gift, bequest, devise or descent,) by either husband or wife, is common property.

WEST VIRGINIA.

Civil Arrests.—An Arrest may be made upon affidavit of the plaintiff or some one in his behalf, with a statement of facts showing the existence of one or more of the following cases: That the defendant has removed, or is about to remove, any of his property out of the State, with intent to defraud his creditors. That he has converted or is about to convert his property or some part thereof, into money or other securities with a like intent. That he has assigned, disposed of or removed his property, or any part thereof, or is about to do so, with a like intent. That he has property or right of action which he fraudulently conceals. That he has fraudulently contracted the debt or incurred the obligation for which the action is brought. That he is about to leave the State and reside permanently in another State or county, without paying the debt or liability for which the action is brought.

Jurisdiction of Justices of the Peace.—The civil jurisdiction extends to actions of assumpsit, debt, detinue and trover, if the amount claimed, exclusive of interest, does not exceed $100.

Attachments.—An Attachment as a remedial process may be issued, upon the plaintiff filing a bond and an affidavit setting forth either of the following causes: That the defendant is a foreign corporation, or he is a non-resident of the State; that he has left or is about to leave the State with intent to defraud his creditors; that

he so conceals himself that a summons cannot be served upon him; that he is removing or is about to remove his property or a part thereof out of the State; that he is converting or is about to convert his property or a part thereof into money or securities with intent to defraud his creditors; that he has property or right of action which he conceals; that he fraudulently contracted the debt or incurred the obligation for which the action is brought.

A Foreign Attachment may be issued against a foreign corporation or non-resident who has property within this State. Attachments may be issued upon the above-stated causes whether the debt is due or not, except as to a foreign corporation or non-resident.

Notes and Bills of Exchange.—The common law or law-merchant is in force, as to presentation, acceptance, endorsement, notice of protest, &c.

Bills of Sale are not in use. Deeds of Trust upon real and personal property must be recorded.

An Execution upon a judgment or decree, is a lien upon all the personal estate of the debtor, although not levied, and may be issued after the close of the term.

Stay of Execution.—Stay of Execution is only allowed on judgment rendered in a Justices' Court.

Exemptions.—Under the exemption laws of this State a debtor is entitled to $200 worth of personal estate exempt from execution or other process of law, except when the cause is for work or labor performed in a family as a domestic, or for the purchase-money thereof, or for taxes.

Interest.—The legal rate of interest is six per cent. If usury be pleaded, the excess cannot be recovered.

Judgments.—A Judgment is a lien on all the real estate held by the debtor, but as against a purchaser for a valuable consideration, it is not a lien unless the judgment be docketed in the county where such property is situated, either within a year next after the date of such judgment, or ninety days before the conveyance of said estate to such purchaser.

Limitation of Actions.—All actions for the recovery of money, which are founded upon a contract or award, must be commenced within the following times: If upon a contract or award, not under seal, within five years, but if the same has been executed since the 1st April, 1869, within ten years; upon other contracts

within five years, except in book accounts, which must be brought within three years; upon accounts between merchants in their trade or business, or in accounts with their factors or employees, the same may be brought within five years. In all other personal actions, for which no limitation is prescribed, the same may be brought within five years. All actions for the recovery of land and all contracts in writing under seal, if the same have been executed since the 1st April, 1869, shall be brought within ten years, but if prior to that time, within twenty years.

Rights, &c., of Married Women.—A Married Woman cannot conduct business separate and apart from her husband, neither can she sue or be sued in her own name, except when the action concerns her separate property, or when it is between herself and husband; or when she is living separate and apart from her husband, in which case she can carry on business as though she were an unmarried woman.

A married woman cannot charge her separate estate unless by contract expressing or implying a charge upon such estate. All the real and personal property owned by her at the time of marriage she retains as her sole and separate property; but she cannot sell and convey her real estate without her husband joining, unless she is living separate and apart from him. She may also take, during coverture, by inheritance, gift, devise or otherwise, from any person other than her husband, any property and hold the same as her separate estate.

WISCONSIN.

Civil Arrests.—A defendant may be arrested in a civil suit, on the following grounds: When he has been guilty of a fraud in contracting the debt, or incurring the obligation for which the action is brought, or in concealing or disposing of the property, for the taking, detention or conversion of which the action is brought. In an action for the recovery of damages on a cause of action not arising out of contract, when the defendant is a non-resident of this State, or is about to remove therefrom, or where the action is for an injury to person or character, or for injuring or

wrongfully taking, detaining or converting property; and in actions to recover damages for the value of property obtained by defendant under false pretences. In an action to recover possession of personal property unjustly detained, where the property, or any part thereof, has been concealed, removed or disposed of, so that it cannot be found by the sheriff.

No female can be arrested in a civil action, except for a wilful injury to person, character or property.

Jurisdiction of Justices of the Peace.—They have original jurisdiction of actions on contract, and injuries to persons or property, where the amount in controversy, or the damages claimed, do not exceed $200; also of actions on note or other instrument in writing, for the payment of money or other valuable article, for any amount which has been reduced by credits endorsed thereon to an amount not exceeding $200. They can enter judgment by confession where the amount does not exceed $300: they have also jurisdiction of actions on account when the amount proved does not exceed $500, and has been reduced by credits or off-sets to $200.

Attachments.—An Attachment, as a remedial process, may be issued upon the plaintiff, or some one in his behalf, filing a bond with sufficient security, and setting forth either of the following causes:

That the defendant has absconded, or is about to abscond from this State, or is concealed therein to the injury of his creditors; or that he has assigned, disposed of or concealed, or is about to do so, with intent to defraud his creditors; or that he has removed, or is about to remove any of his property out of the State, with intent to defraud his creditors; or that he fraudulently contracted the debt, or incurred the obligation, upon which the action is brought; or that he is a non-resident of the State; or that the defendant is a foreign corporation; or that he has conveyed or disposed of his property, or a part thereof, with intent to defraud his creditors.

Notes and Bills of Exchange.—The common law or law-merchant is in force as to presentation, acceptance, endorsement, notice of protest, &c.

Bills of Sale and Deeds of Trust are in use. All deeds of gift, conveyances and transfers, or assignments, verbal or written,

of goods, chattels or things in action, made in trust for the use of the person making the same, are void as against third parties.

Unless the sale and assignment of goods and chattels be accompanied by an immediate delivery and actual and continued change of possession, the same shall be presumed to be fraudulent and void as against creditors or subsequent purchasers in good faith.

Chattel Mortgages are not valid as to third parties, unless possession of the mortgaged property be delivered to and retained by the mortgagee; or unless the instrument, or a copy thereof, is filed in the office of the town clerk where the mortgagor resides; or if he does not reside in the State, then in the town where the property is at the time the mortgage is executed.

The mortgage ceases to be valid as against creditors or subsequent purchasers, or mortgagees in good faith, after the expiration of one year from the filing thereof, unless, within thirty days next preceding the expiration of the year, an affidavit is filed, setting forth the interest which the mortgagee has in such property by virtue of the mortgage: and an affidavit must be filed in this manner every year, for the mortgage to remain in force.

Executions.—An Execution may be issued within five years after the rendition of the judgment, and an *alias* execution may be issued at any time thereafter within twenty years. But in cases where no execution has been issued within five years, execution can only be issued on leave granted by a court or court commissioner.

Personal property is not bound by a judgment until execution is levied, and the personal property must first be exhausted before the real estate of the defendant can be levied upon.

Stay of Execution.—There is no stay of execution, except by injunction. An execution upon a judgment rendered by a justice of the peace may be stayed by giving security, as follows:

If the judgment does not exceed $10, for 1 month.
" " " " 30, 2 months.
" " " " 50, 3 "

And if it exceeds $50, for 4 months.

Exemptions.—The property exempt in this State from sale under an execution is as follows:

Family pictures, school-books, Bible or library, wearing apparel of debtor and his family, household and kitchen furniture to the value of $200, two cows, ten swine, one yoke of oxen and a horse,

or in lieu of them a span of horses, ten sheep and the wool therefrom, either as raw material or manufactured into yarn or cloth, necessary food for support of the stock mentioned, for one year. One wagon, cart or dray, one sleigh, plough, drag and other farming utensils, including tackle for team, to the value of $50, provisions and fuel necessary for one year's consumption. Tools and implements, or stock in trade of any mechanic, miner and other person, used and kept for the purpose of carrying on his trade, to the value of $200. The library and implements of any professional man, to the value of $200.

A homestead consisting of not more than forty acres of land, with the dwelling-house thereon, and its appurtenances, not included in any town-plot, city or village, or if situated within a town-plot, city or village, the same cannot exceed one-quarter of an acre in extent, is exempt from forced sale, except when the cause of action upon which judgment is rendered, was for any mechanic's or laborer's lien, or any lawfully obtained mortgage.

Interest.—The legal rate of interest is seven per cent., but a contract in writing for any rate not exceeding ten per cent. is valid.

If parties agree for the payment of a rate of interest exceeding ten per cent., the contract is usurious, and all interest is forfeited.

Judgments.—A Judgment of the Circuit Court is a lien upon the property of the defendant within the county where the judgment is rendered, from the time it is docketed in the clerk's office. By filing a transcript of the judgment in the office of the clerk of the Circuit Court of any county, it becomes a lien upon the property of the judgment-debtor in such county.

Judgments of justices of the peace become a lien on the real estate of a judgment-debtor in any county, if a transcript of the judgment be docketed in the office of the clerk of the Circuit Court for such county.

Limitation of Action.—An action upon a contract, obligation or liability, expressed or implied; an action for trespass upon real property; an action for taking, detaining or injuring any goods or chattels, including actions for the specific recovery of personal property; an action for relief on the ground of fraud; the cause of action not to be deemed to have accrued until the discovery thereof, must be commenced within six years from the time the cause of action arose. An action against sheriff, coroner or

constable, upon liability incurred in official capacity, must be commenced within three years. An action upon a statute for a penalty or forfeiture; an action for libel, slander, assault and battery, or false imprisonment, must be commenced within two years. In an action brought to recover the balance due upon a mutual and open account current, the cause of action being deemed to have accrued at the time of the last item proved, the same must be commenced within one year.

All actions for the recovery of real estate, and actions on judgments of courts within this State, must be brought within twenty years.

In all actions, from infancy, insanity, imprisonment or coverture of wife, or other disability, which cannot be brought within the times above specified, must in all cases be commenced within one year from the cessation of such disability. The statute does not run during the time the defendant may be absent from the State.

Rights, &c., of Married Women.—A married woman now has nearly all the rights and powers of an unmarried female. She may carry on business in her own name, but in an action commenced against her, although concerning her separate estate, her husband must be joined as defendant. In an action concerning her separate property, she may sue alone.

The wife may take and acquire real and personal property in any manner whatever, from any person other than her husband, and may enjoy and dispose of the same, as freely as if unmarried. If her husband shall desert her, or shall neglect or refuse to provide for her support or that of her children, she may carry on business in her own name. She may bind herself by contract relating to her separate property, and such contract may be enforced by an action at law: all other contracts can be enforced only in equity.

WYOMING TERRITORY.

Civil Arrests.—An arrest in civil actions may be made in the following cases: When the defendant has fraudulently contracted the debt, or incurred the obligation for which the suit is brought; where he has assigned, removed or disposed of, or has begun to dispose of his property, or any part thereof, with intent to defraud his creditors; when he has property or rights of action which he fraudulently conceals; when he has begun to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors.

Jurisdiction of Justice of the Peace.—In all civil cases (except where the title or boundary of land may be in dispute) where the amount in controversy does not exceed $100.

Attachments.—An Attachment, as a remedial process, may be issued for the recovery of money, at or after the commencement of an action, upon the plaintiff filing a bond with sufficient surety, and an affidavit setting forth either of the following causes: That the defendant, or one of the several defendants, is a foreign corporation, or a non-resident of this Territory; that the defendant has absconded with intent to defraud his creditors; or has left the county of his residence to avoid the service of a summons; or so conceals himself that a summons cannot be served upon him; or is about to remove his property, or a part thereof, out of the jurisdiction of the court, with intent to defraud his creditors; or is about to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors; or has property or rights in action which he conceals; or has assigned, removed or disposed of, or is about to assign, remove or dispose of his property, or a part thereof, with intent to defraud his creditors; or has fraudulently or criminally contracted the debt, or incurred the liability upon which the action has been brought.

Notes and Bills of Exchange.—There is no statute in force in this Territory, which in any manner changes the common law in reference to negotiable paper.

Bills of Sale and Deeds of Trust, to be valid against third parties, must be filed with the county recorder. Their validity expires after one year from the date of filing.

Chattel Mortgages are not valid as to third parties, with or without notice, unless filed in the office of the county recorder, and becomes void in one year from the date of its being filed.

Executions.—An Execution may be issued at any time within five years after the rendition of the judgment. If not so issued, it ceases to be a lien.

Stay of Execution.—An execution may be stayed for the period of one year from date of judgment, by giving good security for the payment of the judgment at the end of the stay, with interest and costs.

Exemptions.—Personal property not exceeding in value $250 is exempt from seizure and sale under the laws of this Territory. The homestead of the judgment-debtor, actually occupied by him as such, if its value does not exceed $1500, is also exempt from seizure and sale under any process of law.

Interest.—The legal rate of interest is twelve per cent. per annum, but any rate agreed upon is lawful. Judgments draw interest at the rate of twelve per cent. per annum.

Judgments.—Judgments of courts of record are liens upon the real estate of the judgment-debtor, from the first day of the term in which they are rendered, and become liens in other counties in which the debtor may own real estate, from the time of filing an attested copy of the journal entry of the judgment.

EVIDENCE.

Parties to an action, and interested parties, can testify in all the States and Territories, with the exception of the State of Delaware, in which State the adverse party may be called as a witness. In other respects, the common law rules of evidence are in force in the several states.

STATUTE OF FRAUDS.

Below will be found an extract from "*Chitty on Contracts*," which contains the most important sections of the English Statute of Frauds. This statute has been re-enacted by all of the Legislatures of the States, with but few immaterial additions.

"The Statute 29, Charles II, c. 3, commonly called the Statute of Frauds, from its having been passed to prevent frauds and perjuries, in upholding fictitious or misrepresented contracts, requires that the various agreements mentioned therein, shall be signed by the party to be charged therewith, or by his agent. But this statute does not in any respect alter the nature or effect of a contract. It must, for example, be founded upon a sufficient consideration; and the statute requires the ceremony of reducing the engagement of the parties into writing, and that the signature of the party to be charged shall be attached thereto, merely for the purpose of affording more certain proof of their previously completed agreement.

"The first, second and third sections of the Statute of Frauds, relate to the creation of a title to, and to demises of, real property, and the contracts respecting such title and demises.

"The fourth section of the Act provides, that no action shall be brought (1st) whereby to charge any executor or administrator upon any special promise to answer damages out of his own estate; or (2nd) whereby to charge the defendant upon any special promise to answer for the debt, default or miscarriage of another person; or (3d) to charge any person upon any agreement made upon consideration of marriage; or (4th) upon any contract or sale of lands, tenements, or any interest in or concerning them; or (5th) upon any agreement that is not to be performed within the space of one year from the making thereof, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person thereunto, by him lawfully authorized."

DICTIONARY OF LAW TERMS

IN GENERAL USE.

Administrator de son tort. Administrator in his own wrong.
A fortiori. By a more weighty reason.
Alias ca. sa. Another writ to take (the person) to make satisfaction.
Alibi. In another place.
A mensa et thoro. From bed and board; a divorce which does not render the marriage void from the beginning.
Ancient demesne. An ancient inheritance.
A priori. From the former.
Arbiter. An arbitrator.
Assumpsit. He undertook (or promised).
A vinculo matrimonii. From the bond of marriage.
Bona fide. In good faith.
Bonus. A premium paid to a grantor or vendor; a consideration given for what is received.
Capias. "You may take." A writ authorizing the defendant's arrest.
Causa mortis. On account of death.
Caveat. "That he beware." A warning.
Certiorari. A writ directing the proceedings or record of a cause to be brought before a Superior Court.
Compos mentis. "Of sound mind."
Covert. Married.
Crim. con. Criminal conversation; illicit connection.
De facto. Of the deed, in fact.
De jure. From the law, by the law.
De novo. Anew, fresh.
Dernier resort. The last resort.
Detinet. He detains, he keeps.
Devastavit. He wasted.
Enceinte. Pregnant.
Escrow. A deed or writing left with another, to be delivered on the performance of something specified.

Estoppel. "A stop," a preventive plea.
Ex officio. Officially, by virtue of the office.
Ex post facto. From (or by) an after act.
Extempore. Off-hand, without delay or premeditation.
Fac simile. "Do the same," a close imitation.
Felo de se. A suicide, a self-murder.
Feme covert. A married woman.
Fiat. Let it be done, an imperative command or decree.
Fieri facias. "That you cause to be made;" a writ of execution so called.
Forum. A court, a place of justice.
Franchise. A privilege or exemption.
Habeas corpus. "That you have the body;" a writ by which the legality of any imprisonment is investigated.
Ignoramus. We are ignorant; written on a bill of indictment by a grand jury, when the evidence is not sufficient to put the person on trial.
In esse. In being.
In extremis. In the last moments, near death.
In propria persona. In his own person.
Inter nos. Between ourselves.
Interregnum. A space between two reigns.
In terrorem. By way of warning (or terror).
In transitu. On the passage.
Ipso jure. By the law itself.
Jure gentium. By the law of nations.
Levari facias. "That you cause to be levied;" a writ of execution so called.
Lex talionis. The law of retaliation in kind.
Loco parentis. In the place of the parent.
L. S. (*Locus sigilli.*) The place of the seal.
Malfeasance. A bad act, doing wrong.
Malum in se. Bad in itself; an evil in its own nature.
Mandamus. "We command;" a peremptory writ so called.
Mesne. Middle; intervening.
Misfeasance. A misdeed.
Mutatis mutandis. Changing what ought to be changed.
Nisi prius. "Unless before;" used to designate proceedings before a judge or jury.

Nolle prosequi. "To be unwilling to proceed;" a discontinuance of further proceedings in criminal cases.

Non est inventus. "He has not been found;" the return of a sheriff when the defendant is not found in his county.

Nudum pactum. A contract not binding in law.

Overt. Open; public.

Oyer and Terminer. To hear and determine; applied to a criminal Court for the trial of offenses above the ordinary grade.

Parole. A word; verbally.

Per capita. "By the heads;" a division; share and share alike.

Per se. By himself (or itself).

Pluries. "Very often;" a third writ, after two have issued against a defendant.

Posse comitatus. The power of the County which the Sheriff is authorized to call out when opposition is made to his writ, or to the execution of justice.

Postea. "Afterward;" the endorsement of the verdict upon the record.

Post mortem. After the death.

Prima facie. At first view.

Prochein ami. The next (or nearest) friend.

Pro rata. According to the proportion or allowance.

Pro tanto. For so much.

Quare clausum fregit. "Why he broke the close;" the technical name of an action brought for damages to real estate.

Quid pro quo. A mutual consideration.

Quo animo. With what intent.

Quo warranto. By what authority; the name of a writ against a person who has usurped a franchise or office.

Residuum. The remainder.

Res integra. An entire matter.

Scintilla. A spark; a very small quantity.

Scire facias. "That you make known;" a writ commanding the defendant to show cause why a specified thing should not be done.

Sine die. "Without day;" generally applied to an adjournment of a body where no time is assigned for its assembling.

Sine qua non. An indispensable condition.

ss. (*Scilicet.*) To wit; namely.

Subpœna. "Under a penalty;" a writ to procure the attendance of witnesses.

Sui generis. "Of its own kind;" individual.

Supersedeas. "You may set aside;" a writ to stay proceedings.

Terre-tenant. A person having the actual possession of land.

Tort. A wrong; an injury.

Usance. Interest; usury.

Venditioni exponas. "That you expose to sale;" a writ of execution.

Vendor. A seller.

Venire. "To come;" a writ to a sheriff directing him to summon jurors.

Venue. The place from which the jury come.

Vice versa. On the contrary.

Vi et armis. By force and arms; by unlawful means.

Viva voce. Verbally.

Voir dire. A term applied to the examination of a witness previous to his examination-in-chief, to ascertain whether he is in any way incompetent to give evidence in relation to the matter on trial.

ATTORNEYS

OF THE

National Law Bonded & Collection Bureau.

ALABAMA.

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Bronaugh & England,	Devall's Bluff,	Prairie
Martin & Green,	Little Rock,	Pulaski
R. H. Black,	Pocahontas,	Randolph
Parrott & Howes,	Madison,	St. Francis
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Campbell Leflore,	Fort Smith,	Sebastian
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P. Teare, ...	Placerville,	El Dorado
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Swinnerton & Parker, . .	Eureka,	Humboldt
D. Love, . . .	Independence,	Inro
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J. E. Martin,	Trinidad,	Los Animas
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Wm. Belcher,	New London,	New London
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S. Fuller,	Somers,	Tolland
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Browning & Browning, . . Washington, D. C.

FLORIDA.

	TOWN	COUNTY
H. P. Young,	Gainesville,	Alachua
W. W. Wills,	Lake Butler,	Bradford
F. P. Fleming,	Hibernia,	Clay
C. R. King,	Lake City,	Columbia
Fleming & Daniel,	Jacksonville,	Duval
G. E. Wentworth,	Pensacola,	Escambia
H. G. Townsend,	Apalachicola,	Franklin
Edw. Owens,	Quincy,	Gadsden
H. J. Stewart,	Jasper,	Hamilton
W. J. Barnett,	Brooksville,	Hernando
Mitchell & Jones,	Tampa,	Hillsborough
F. Baltzell,	Marianna,	Jackson
T. L. Clarke,	Monticello,	Jefferson
Peeler & Raney,	Tallahassee,	Leon
Coulter & Jackson,	Bronson,	Levy
H. Pope,	Madison,	Madison
E. M. Graham,	Manatee,	Manatee
E. Spencer,	Ocala,	Marion
G. B. Patterson,	Key West,	Monroe
L. Billings,	Fernandina,	Nassau
W. P. Howard,	Mellonville,	Orange
Mitchell & Jones,	Bartow,	Polk
B. F. Roberts,	Pilatka,	Putnam
J. D. Stanberry,	St. Augustine,	St. Johns
W. A. Graham,	Milton,	Santa Rosa
A. C. Clark,	Sumterville,	Sumter
J. F. White,	Live Oak,	Suwannee
C. H. Spencer,	Port Orange,	Volusia
M. Reynolds,	Crawfordville,	Wakula
D. Campbell,	Euchee Anna,	Walton
D. G. McLeod,	Vernon,	Washington

GEORGIA.

	TOWN	COUNTY
G. J. Holton,	Holmesville,	Appling
J. M. Brown,	Newton,	Baker
Crawford & Williamson,	Milledgeville,	Baldwin
M. Van Estes,	Homer,	Banks
A. M. Foute,	Cartersville,	Bartow
Peeples & Whittington,	Nashville,	Berrien
Jno. P. Fort,	Macon,	Bibb
J. G. McCall,	Quitman,	Brooks
H. Smith,	Eden,	Bryan
W. M. Lanier,	Statesboro',	Bullock
W. Warnock,	Waynesboro',	Burke
W. W. Anderson,	Jackson,	Butts
J. J. Beck,	Morgan,	Calhoun
J. M. Arrow,	St. Mary's,	Camden
L. S. Roan,	Fairburn,	Campbell
R. L. Richards,	Carrollton,	Carroll
A. T. Hackett,	Ringgold,	Catoosa
T. R. Mills, Jr.,	Savannah,	Chatham
Jno. Taylor,	Summerville,	Chattahoochie
J. W. Hudson,	Canton,	Cherokee
S. P. Thurmond,	Athens,	Clarke
S. A. McLendon,	Fort Gaines,	Clay
Jas. T. Spence,	Jonesboro',	Clayton
H. J. & J. D. O'Quin,	Homerville,	Clinch
Fife & Dunwody,	Marietta,	Cobb
O. L. Lindsey,	Douglas,	Coffee
C. H. Shoekley,	Appling,	Columbia
J. M. Dent,	Newnan,	Coweta
J. W. Avant,	Knoxville,	Crawford
R. H. Tatum,	Rising Fawn,	Dade
J. M. Bishop,	Dawsonville,	Dawson
McGill & O'Neal,	Bainbridge,	Decatur
M. A. Candler,	Decatur,	De Kalb
L. A. Hall,	Eastman,	Dodge
Warren & Ely,	Albany,	Dougherty

	TOWN	COUNTY
T. K. Appling,	Blakely,	Early
R. W. Phillips,	Statenville,	Echols
H. P. Brewer,	Egypt,	Effingham
Edwards & Shannon,	Elberton,	Elbert
M. B. Ward,	Swainsborough,	Emanuel
J. E. Alsobrook,	Morganton,	Fannin
R. T. Dorsey,	Fayetteville,	Fayette
Hamilton Yancey,	Rome,	Floyd
W. R. Little,	Carnesville,	Franklin
Collier & Collier,	Atlanta,	Fulton
T. F. Greer,	Ellijay,	Gilmer
T. E. Davenport,	Brunswick,	Glynn
W. R. Rankin,	Calhoun,	Gordon
W. H. Branch,	Greensboro',	Greene
Winn & Simmons,	Lawrenceville,	Gwinnett
C. H. Sutton,	Clarkesville,	Habersham
W. F. Findley,	Gainesville,	Hall
A. M. Du Bose,	Sparta,	Hancock
W. J. Head,	Buchanan,	Haralson
J. M. Mobley,	Hamilton,	Harris
F. B. Hodges,	Hartwell,	Hart
W. B. Thomason,	Franklin,	Heard
G. M. Nolan,	McDonough,	Henry
W. D. Nottingham,	Perry,	Houston
J. B. Silman,	Jefferson,	Jackson
J. C. Key,	Monticello,	Jasper
Cain & Polhill,	Louisville,	Jefferson
A. W. Daley,	Wrightsville,	Johnson
H. M. Green,	Clinton,	Jones
Rivers & Connor,	Dublin,	Laurens
G. W. Warwick,	Smithville,	Lee
J. W. Farmer,	Hinesville,	Liberty
H. J. Lang,	Lincolnton,	Lincoln
A. J. Bessent,	Valdosta,	Lowndes
B. A. Martin,	Dahlonega,	Lumpkin
P. C. Hudson,	Thomson,	McDuffie
W. R. Gignilliat,	Darien,	McIntosh
J. E. Schofield,	Oglethorpe,	Macon

	TOWN	COUNTY
E. S. Cobb,	Danielsville,	Madison
Hinton & Son,	Buena Vista,	Marion
J. W. Park,	Greenville,	Meriwether
I. A. Bush,	Colquit,	Miller
T. L. Lewis,	Alpharetta,	Milton
W. A. Byrd,	Camilla,	Mitchell
E. G. Cabaniss,	Forsyth,	Monroe
A. G. & F. C. Foster,	Madison,	Morgan
W. Luffman,	Spring Place,	Murray
Peabody & Brannon,	Columbus,	Muscogee
Clark & Pace,	Covington,	Newton
W. W. McLester,	Lexington,	Oglethorpe
S. L. Strickland,	Dallas,	Paulding
W. T. Day,	Jasper,	Pickens
W. C. Remshart,	Blackshear,	Pierce
J. A. Hunt,	Barnesville,	Pike
J. F. Thompson,	Cedartown,	Polk
J. Watson,	Hawkinsville,	Pulaski
W. F. Jenkins,	Eatonton,	Putnam
W. P. Jordan,	Georgetown,	Quitman
G. M. Netherland,	Clayton,	Rabun
Hood & Kiddoo,	Cuthbert,	Randolph
J. E. Harper & Bro.,	Augusta,	Richmond
Jas. C. Barton,	Conyer's,	Rockdale
Hudson & Wall,	Ellaville,	Schley
J. C. Dell,	Sylvania,	Screven
Speer & Stewart,	Griffin,	Spalding
B. F. Harrell,	Lumpkin,	Stewart
B. P. Hollis,	Americus,	Sumter
G. N. Forbes,	Talbotton,	Talbot
G. F. Bristow,	Crawfordville,	Taliaferro
A. W. Daly,	Reidsville,	Tatnall
O. M. Colbert,	Butler,	Taylor
J. McDearmid,	McRae,	Telfair
Harper & Janes,	Dawson,	Terrell
Hammond & Davis,	Thomasville,	Thomas
Speer & Speer,	La Grange,	Troup
Ward & Soloman,	Jeffersonville,	Twiggs

	TOWN	COUNTY
Jno. S. Fain,	Blairsville,	Union
W. F. Weaver,	Thomaston,	Upson
J. C. Clements,	La Fayette,	Walker
D. H. Walker,	Monroe,	Walton
W. L. Evans,	Waresboro',	Ware
A. S. Morgan,	Warrenton,	Warren
R. L. Warthen,	Sandersville,	Washington
J. S. Wiggins,	Waynesville,	Wayne
Harrell & Harrell,	Preston,	Webster
A. F. Underwood,	Cleveland,	White
Shumate & Williamson,	Dalton,	Whitfield
F. H. Colley,	Washington,	Wilkes
A. L. Barge,	Irwinton,	Wilkinson
W. A. Harris,	Isabella,	Worth

IDAHO TERRITORY.

	TOWN	COUNTY
McBride & Henley,	Boise City,	Ada
Wm. Kelley,	Rocky Bar,	Alturas
J. K. Shafer,	Idaho City,	Boise
J. W. Roe,	Washington,	Idaho
B. F. Price,	Salmon City,	Lemhi
A. Leland,	Lewiston,	Nez Perces
B. F. White.	Malade City,	Oneida
F. E. Ensing,	Silver City,	Owyhee

ILLINOIS.

	TOWN	COUNTY
W. G. Ewing,	Quincy,	Adams
Geo. Fisher,	Cairo,	Alexander
D. H. Kingsbury,	Greenville,	Bond
O. H. Wright,	Belvidere,	Boone
Lovett & McDonnald,	Mt. Sterling,	Brown

	TOWN	COUNTY
Farrell & Warren,	Princeton,	Bureau
F. M. Greathouse,	Hardin,	Calhoun
N. Fletcher,	Mt. Carroll,	Carroll
H. J. Shaw,	Beardstown,	Cass
T. J. Smith,	Champaign,	Champaign
Jones & George,	Taylorsville,	Christian
J. L. Allison,	Marshall,	Clark
Henry & Hitchcock,	Louisville,	Clay
F. A. Lietze,	Carlyle,	Clinton
A. J. Fryer,	Charleston,	Coles
Jos. Wright,	Chicago,	Cook
F. Robb,	Robinson,	Crawford
Green & Woods,	Majority Point,	Cumberland
E. B. Gilbert,	De Kalb Centre,	De Kalb
Moore & Warner,	Clinton,	De Witt
R. B. Macpherson,	Tuscola,	Douglas
H. H. Cody,	Naperville,	Du Page
Van Sellar & Dole,	Paris,	Edgar
A. B. Matthews,	Albion,	Edwards
H. B. Kepley,	Effingham,	Effingham
J. W. Ross,	Vandalia,	Fayette
Smith & Gray,	Paxton,	Ford
F. M. Youngblood,	Benton,	Franklin
D. Abbott,	Canton,	Fulton
Bowman & Wasson,	Shawneetown,	Gallatin
Woodson & Withers,	Carrollton,	Greene
Edw. Sanford,	Morris,	Grundy
R. S. Anderson,	McLeansboro',	Hamilton
Mack & Symonds,	Carthage,	Hancock
W. S. Morris,	Elizabethtown,	Hardin
W. C. Rice,	Oquawka,	Henderson
H. Bigelow,	Galva,	Henry
Blades & Kay,	Watseka,	Iroquois
D. H. Brush,	Carbondale,	Jackson
J. M. Honey,	Newton,	Jasper
Jas. M. Pace,	Mt. Vernon,	Jefferson
Knapp & Herdman,	Jerseyville,	Jersey
Jno. W. Luke,	Galena,	Jo Daviess

	TOWN	COUNTY
O. A. Harker,	Vienna,	Johnson
J. C. Sherwin,	Aurora,	Kane
Jas. N. Orr,	Kankakee,	Kankakee
J. A. Gilliam,	Yorkville,	Kendall
H. N. Keightley,	Knoxville,	Knox
J. W. Duncan,	La Salle,	La Salle
Jehu Fields,	Lawrenceville,	Lawrence
Eug. Pinckney,	Dixon,	Lee
A. F. Harding,	Pontiac,	Livingston
S. T. Atkins,	Lincoln,	Logan
Mosher Bros.,	Macomb,	McDonough
J. H. Slavin,	Woodstock,	McHenry
H. G. Reeves,	Bloomington,	McLean
B. J. Sterrett,	Decatur,	Macon
Rinaker & Keplinger,	Carlinville,	Macoupin
Irwine & Krome,	Edwardsville,	Madison
S. A. Frazier,	Centralia,	Marion
N. M. Laws,	Lacon,	Marshall
Fullerton & Rogers,	Havana,	Mason
J. F. McCartney,	Metropolis,	Massac
N. W. Branson,	Petersburgh,	Menard
L. D. Holmes,	Aledo,	Mercer
W. R. Morrison,	Waterloo,	Monroe
T. J. Rutledge,	Hillsboro',	Montgomery
J. M. Epler,	Jacksonville,	Morgan
C. Clark,	Sullivan,	Moultrie
M. D. Hathaway,	Rochelle,	Ogle
F. W. Voigt,	Peoria,	Peoria
R. M. Davis,	Pinckneyville,	Perry
Lodge & Huston,	Monticello,	Piatt
Scott Wike,	Pittsfield,	Pike
T. H. Clark,	Golconda,	Pope
Jas. Anderson,	Mound City,	Pulaski
F. Whiting,	Granville,	Putnam
J. H. Watts,	Chester,	Randolph
H. Hayward,	Olney,	Richland
L. Adams,	Rock Island,	Rock Island
Hay & Knispel,	Belleville,	St. Clair

	TOWN	COUNTY
Jas. M. Gregg,	Harrisburg,	Saline
E. L. & W. L. Gross,	Springfield,	Sangamon
Warren & Vail,	Rushville,	Schuyler
W. T. Collins,	Winchester,	Scott
E. A. McGrew,	Shelbyville,	Shelby
Smith & Thomas,	Toulon,	Stark
H. C. Burchard,	Freeport,	Stephenson
M. D. Beecher,	Delavan,	Tazewell
Jesse Ware,	Jonesboro',	Union
W. A. Young,	Danville,	Vermilion
Bell & Green,	Mt. Carmel,	Wabash
Glenn & Willits,	Monmouth,	Warren
G. P. Harben,	Nashville,	Washington
Robinson, Boggs & Jones,	Fairfield,	Wayne
Crebs, Conger & Hamill,	Carmi,	White
O. F. Woodruff,	Morrison,	Whitesides
Haley & Flanders,	Joliet,	Will
W. W. Clemens,	Marion,	Williamson
Lathrop & Bailey,	Rockford,	Winnebago
S. S. Page,	Metamora,	Woodford

INDIANA.

	TOWN	COUNTY
M. B. Miller,	Decatur,	Adams
W. H. Withers,	Fort Wayne,	Allen
Chas. E. Clark,	Columbus,	Bartholomew
Merrick & Jones,	Oxford,	Benton
James B. Weir,	Hartford City,	Blackford
John L. Pierce,	Lebanon,	Boone
Hester & Browning,	Nashville,	Brown
Daily & Graham,	Delphi,	Carroll
McConnell & Thornton,	Logansport,	Cass
C. P. Ferguson,	Charlestown,	Clarke
Enos Miles,	Bowling Green,	Clay

	TOWN	COUNTY
D. S. Holman,	Frankfort,	Clinton
J. H. O'Neall,	Washington,	Daviess
O. F. Roberts,	Aurora,	Dearborn
C. & J. K. Ewing,	Greensborough,	Decatur
Best & McClellan,	Waterloo,	De Kalb
W. H. M. Cooper,	Muncie,	Delaware
W. L. Edmiston,	Jasper,	Dubois
H. D. Wilson,	Elkhart,	Elkhart
James C. McIntosh,	Connersville,	Fayette
D. W. Lafollette,	New Albany,	Floyd
Nebeker & Cambern,	Covington,	Fountain
S. E. Urmston,	Brookville,	Franklin
Jamison & Calkins,	Rochester,	Fulton
W. H. Trippet,	Princeton,	Gibson
R. W. Bailey,	Marion,	Grant
Cavins & Cavins,	Bloomfield,	Greene
O'Brien & Graham,	Noblesville,	Hamilton
A. W. Hough,	Greenfield,	Hancock
W. A. Porter,	Corydon,	Harrison
J. V. Hadley,	Danville,	Hendricks
Elliott & Elliott,	New Castle	Henry
Richmond & Hendry,	Kokomo,	Howard
James R. Slack,	Huntington,	Huntington
Long & Long,	Brownstown,	Jackson
Ira W. Yoeman,	Rensselaer,	Jasper
Jaqua & Corwin,	Portland,	Jay
Walker & Roberts,	Madison,	Jefferson
H. Prather,	North Vernon,	Jennings
A. D. Basnett,	Vernon,	Jennings
Woollen & Byfield,	Franklin,	Johnson
De Wolf & Chambers,	Vincennes,	Knox
H. S. Biggs,	Warsaw,	Kosciusco
Wade & Son,	La Grange,	La Grange
T. Cleveland,	Crown Point,	Lake
S. E. Williams,	La Porte,	La Porte
E. D. Pearson,	Bedford,	Lawrence
Saunders & Myers,	Anderson,	Madison
George T. Morton,	Indianapolis,	Marion

	TOWN	COUNTY
W. B. Hess,	Plymouth,	Marshall
L. L. Dilley,	Shoals,	Martin
C. M. Emerick,	Peru,	Miami
Buskirk & Norton,	Bloomington,	Monroe
James Wright,	Crawfordsville,	Montgomery
James H. Jordan,	Martinsville,	Morgan
J. B. Spottswood,	Kentland,	Newton
T. L. Graves,	Kendallville,	Noble
S. R. & D. T. Downey,	Rising Sun,	Ohio
Simpson, Payne & Simpson,	Paoli,	Orange
Dittemore & Johnson,	Spencer,	Owen
John B. Dowd,	Rockville,	Parke
S. K. Connor,	Troy,	Perry.
Barr & De Wolf,	Petersburgh,	Pike
Anthony & Church,	Valparaiso,	Porter
James H. Laird,	Mt. Vernon,	Posey
Simon Weyand,	Winamac,	Pulaski
Hathaway & Brown,	Greencastle,	Putnam
T. M. Browne,	Winchester,	Randolph
C. B. Johnson,	Napoleon,	Ripley
Thomas Poe,	Rushville,	Rush
Joseph Henderson,	South Bend,	St. Joseph
Crowe & Jewett,	Lexington,	Scott
H. H. Daugherty,	Shelbyville,	Shelby
W. H. Blount,	Rockport,	Spencer
Chaney & Thompson,	Knox,	Starke
Stocker & Cowen,	Angola,	Steuben
N. G. Buff & Bro.,	Sullivan,	Sullivan
W. R. Johnston,	Vevay,	Switzerland
Chase & Wilstach,	Lafayette,	Tippecanoe
Overman, Parker & Cox,	Tipton,	Tipton
J. W. Connaway,	Liberty,	Union
Luke Wood,,	Evansville,	Vanderburgh
Eggleston & Highfill,	Newport,	Vermilion
F. C. Donaldson,	Terre Haute,	Vigo
C. W. Weesner,	Wabash,	Wabash
W. P. Rhodes,	Williamsport,	Warren
Gough & Patterson,	Boonville,	Warrick

	TOWN	COUNTY
T. L. & A. B. Collins,	Salem,	Washington
S. A. Forkner,	Richmond	Wayne
W. J. Davis,	Bluffton	Wells
J. H. Wallace,	Monticello,	White
Hooper & Olds,	Columbia City,	Whitley

IOWA.

	TOWN	COUNTY
W. M. Rodgers,	Fontanelle,	Adair
John Bixby,	Quincy,	Adams
Camp & Watts,	Lansing,	Allamakee
Harris, Vermillion & Harris,	Centerville,	Appanoose
J. M. & R. W. Griggs,	Exira,	Audubon
Alfred Haines,	Vinton,	Benton
Lichty & Holman,	Waterloo,	Black Hawk
W. B. Means,	Boonsboro'	Boone
Ephriam Kinne,	Waverly,	Bremer
Lee & Weart,	Independence,	Buchanan
Lot Thomas,	Sioux Rapids,	Buena Vista
W. A. Lathrop,	Butler Center,	Butler
J. M. Tolliver,	Lake City,	Calhoun
H. E. Griswold,	Alantic,	Cass
C. W. Rollins,	Tipton,	Cedar
John D. Glass,	Mason City,	Cerro Gordo
J. D. F. Smith,	Cherokee,	Cherokee
Potter & Hanam,	New Hampton,	Chickasaw
Dell Stuart,	Oceola,	Clarke
E. E. Snow,	Spencer,	Clay
Woodward & Preston,	Elkader,	Clayton
John F. McGuire,	Clinton,	Clinton
J. S. Nicholson,	Denison,	Crawford
E. T. Morris,	Adel,	Dallas
Jones & Moore,	Bloomfield,	Davis
Wm. H. Robb,	Leon,	Decatur
J. B. Bogg,	Delhi,	Delaware

	TOWN	COUNTY
S. K. Tracy,	Burlington,	Des Moines
J. W. Corry,	Spirit Lake,	Dickinson
L. G. Hurd,	Dubuque,	Dubuque
H. G. Day,	Estherville	Emmett
Wm. E. Fuller,	West Union,	Fayette
A. M. Harrison,	Charles City,	Floyd
R. S. Benson,	Hampton,	Franklin
E. H. Sears,	Sidney,	Fremont
McDuffie & Hall,	Jefferson,	Greene
Rea & Moffett,	Grundy Centre,	Grundy
A. K. Updegraff,	Panora,	Guthrie
M. Y. Todisman,	Webster City,	Hamilton
H. H. Bush,	Garner,	Hancock
Thompson & King,	Eldora,	Hardin
Frederick Bangs,	Magnolia,	Harrison
P. N. Bowman,	Cresco,	Howard
A. W. McFarland,	Dakotah,	Humboldt
W. F. Thomas,	Ida,	Ida
J. N. W. Rumple	Marengo,	Iowa
Seth L. Baker,	Andrew,	Jackson
C. W. Woodrow,	Newton,	Jasper
McCoid & Heron,	Fairfield,	Jefferson
Cornell Bros.,	Iowa City,	Johnson
Pierce & Keeler,	Anamosa,	Jones
C. M. Brown,	Sigourney,	Keokuk
J. H. Hawkins,	Algona,	Kossuth
W. O. Hoover,	Fort Madison,	Lee
Alex. Campbell,	Marion,	Lee
Sprague & Riley,	Wapello,	Louisa
Thorpe & Sons,	Chariton,	Lucas
Eli Wilkin,	Winterset,	Madison
Robert Kissick,	Oskaloosa,	Mahaska
G. K. Hart,	Knoxville,	Marion
Henderson & Merriman,	Marshalltown,	Marshall
H. K. McJunkin,	Glenwood,	Mills
L. M. Ryce,	Osage,	Mitchell
Monk & Selleck,	Onawa,	Monona
E. Morse,	Albia,	Monroe

	TOWN	COUNTY
Willis & Wright,	Red Oak,	Montgomery
L. H. Washburn,	Muscatine,	Muscatine
James McCaffery,	Sibley,	Osceola
Moore & Morsman,	Clarinda	Page
Wm. H. Shea,	Emmettsburg,	Palo Alto
I. S. Struble,	Lemars,	Plymouth
M. A. Moore,	Lizzard,	Pocahontas
Donovan & Gibney,	Des Moines,	Polk
James, Aylesworth & Mynster,	Council Bluff	Pottawattomie
Lewis & Roberts,	Montezuma,	Poweshiek
J. F. Mount,	Mount Ayr,	Ringgold
Ed. R. Duffie,	Sac City,	Sac
W. J. Birchard,	Davenport,	Scott
Will. F. Burke,	Harlan,	Shelby
Rufus Stone,	Calliope,	Sioux
J. R. Gage,	Nevada,	Story
George R. Struble,	Toledo,	Tama
James W. Whiffin,	Bedford,	Taylor
Milligan & Nye,	Afton,	Union
Rutledge Lea,	Keosauqua,	Van Buren
W. W. Cory,	Ottumwa,	Wapello
Wm. A. Mahan,	Indianola,	Warren
L. Twining,	Washington,	Washington
W. W. Thomas,	Corydon,	Wayne
Allen B. Soulé	Fort Dodge,	Webster
T. C. Ransom,	Forrest City,	Winnebago
Baker Bros.,	Decorah,	Winnesheik
Wm. R. Ash,	Sioux City,	Woodbury
L. S. Butler,	Northwood,	Worth
N. F. Weber,	Clarion,	Wright

KANSAS.

	TOWN	COUNTY
James M. Coleman,	Iola,	Allen
W. A. Johnson,	Garnett,	Anderson
John M. Price,	Atchison,	Atchison

	TOWN	COUNTY
T. L. Marris,	Great Bend,	Barton
Eugene Ware,	Fort Scott,	Bourbon
Hill & Webb,	Hiawatha	Brown
James McCollum,	Augusta,	Butler
S. N. Wood,	Cottonwood Falls,	Chase
John W. Moss,	Baxter Springs,	Cherokee
C. M. Kellogg,	Clay Centre,	Clay
May & Hunter,	Concordia,	Cloud
A. M. F. Randolph,	Burlington,	Coffey
Fairbank & Torrance,	Winfield,	Cowley
T. T. Perry,	Girard,	Crawford
James Ketner,	Junction City,	Davis
John H. Mahan,	Troy,	Doniphan
Thatcher & Stephens,	Laurence,	Douglass
J. S. Leisenring,	Hays City,	Ellis
H. L. Pestana,	Ellsworth,	Ellsworth
B. P. Jones,	Ottawa,	Franklin
H. C. Rizer,	Eureka,	Greenwood
S. H. Pettibone,	Newton,	Harvey
R. L. Chalk,	Elk Falls,	Howard
M. L. Snyder,	Holton,	Jackson
Stanley & Lane,	Oskaloosa,	Jefferson
D. L. Palmer,	Jewell	Jewell
James Wallace,	Olathe,	Johnson
Nelson Case,	Oswego,	Labette
Stillings & Fenlon,	Leavenworth City,	Leavenworth
J. V. Donaldson,	La Cygne,	Linn
J. Jay Buck,	Emporia,	Lyon
D. H. Page,	Lindsborg,	McPherson
F. H. Kollock,	Peabody,	Marion
W. H. H. Freeman,	Marysville,	Marshall
Robert Collett,	Paola,	Miami
Don. A. Peaslee,	Beloit,	Mitchell
J. B. Zeigler,	Independence,	Montgomery
E. S. Bertram,	Council Grove,	Morris
W. D. B. Motler,	Seneca,	Nemaha
Hutchins & O'Grady,	Osage Mission	Neosho
Erwin & Thomson,	Burlingame,	Osage

	TOWN	COUNTY
Napier & Bear,	Osborne City,	Osborne
Bishop Perkins,	Minneapolis,	Ottowa
R. S. Hick,	Louisville,	Pottawatomie
Houston Whiteside,	Hutchinson,	Reno
A. B. Wilder,	Belleville,	Republic
F. J. Riley,	Raymond,	Rice
T. L. Magruder,	Manhattan,	Riley
John Foster,	Salina,	Saline
E. L. Aken,	Witchita,	Sedgewick
Noble & Gray,	Topeka,	Shawnee
M. A. Ramsey,	Belle Plains,	Sumner
John T. Keagy,	Alma,	Wabaunsee
Jessee W. Rector,	Washington,	Washington
Hudson & Chase,	Fredonia,	Wilson
Peter Bell,	Kalida,	Woodson
Wm. J. Buchan,	Wyandotte,	Wyandotte

KENTUCKY.

	TOWN	COUNTY
Russel & Arritt,	Columbia,	Adair
Jno. H. Walker,	Scottsville,	Allen
Draffin & Portwood,	Lawrenceburg,	Anderson
R. A. Lowry,	Blandville,	Ballard
Botts & Jones,	Glasgow,	Barren
Wm. R. Patterson,	Owingsville,	Bath
F. Riddell,	Burlington,	Boone
Benj. G. Payton,	Paris,	Bourbon
K. F. Prichard,	Catlettsburg,	Boyd
J. D. Goodloe,	Danville,	Boyle
Jno. H. Bonde,	Brooksville,	Bracken
S. H. Patrick,	Jackson,	Breathitt
G. W. Jolly,	Hardinsburg,	Breckinridge
R. J. Meyler,	Shepherdsville,	Bullitt
T. P. & W. Wand,	Morgantown,	Butler
F. W. Darley,	Princeton,	Caldwell

	TOWN	COUNTY
R. D. Brown,	Murray,	Callaway
C. W. Kavanaugh,	Newport,	Campbell
Cox & Donaldson,	Carrollton,	Carroll
E. B. Wilhoit,	Grayson,	Carter
Fogle & Son,	Liberty,	Casey
Feland & Evans,	Hopkinsville,	Christian
Tucker & Hathaway,	Winchester,	Clark
D. Y. Lyttle,	Manchester,	Clay
J. R. Finley,	Marion,	Crittenden
Craddock & Walker,	Burksville,	Cumberland
L. P. & A. W. Little,	Owensboro',	Daviess
L. M. Hazelip,	Brownsville,	Edmondson
I. N. Cottle,	Martinsburg,	Elliott
W. Herndon,	Irvine,	Estill
B. S. Drake,	Lexington,	Fayette
W. H. Cord,	Flemingsburg,	Fleming
W. H. May,	Prestonsburgh,	Floyd
W. L. Jett,	Frankfort,	Franklin
B. H. Walker,	Hickman,	Fulton
H. G. Wilds,	Lancaster,	Garrard
A. G. Dejarnette,	Williamstown,	Grant
R. S. Murrell,	Mayfield,	Graves
D. N. Cull,	Litchfield,	Grayson
Jno. W. Allen,	Greensburgh,	Greene
B. F. Bennett,	Greenup,	Greenup
R. E. Duncan,	Hanesville,	Hancock
H. G. V. Wintersmith,	Elizabethtown,	Hardin
B. A. Rice,	Harlan,	Harlan
Jno. T. McClinton,	Cynthiana,	Harrison
I. T. Woodson,	Munfordsville,	Hart
T. E. Ward,	Henderson,	Henderson
W. M. Cravens,	New Castle,	Henry
Silvertooth & Son,	Clinton,	Hickman
Laffoon & Vance,	Madisonville,	Hopkins
M. D. Settle,	McKee,	Jackson
Wm. B. Fleming,	Louisville,	Jefferson
Geo. R. Pryor,	Nicholasville,	Jessamine
Jno. M. Ferguson,	Paintsville,	Johnson

	TOWN	COUNTY
E. G. Wilson,	Pineville,	Josh Bell
M. L. Roberts,	Covington,	Kenton
Jas. H. Tinsley,	Barboursville,	Knox
T. A. Robertson,	Hodgenville,	Larue
C. B. Faris,	London,	Laurel
R. T. Burns,	Louisa,	Lawrence
Jas. M. Beatty,	Beattyville,	Lee
Jas. E. Sarver,	Whitesburg,	Letcher
S. J. Pugh,	Vanceburg,	Lewis
Jno. M. Phillips, Jr.	Stanford,	Lincoln
J. L. Murray,	Smithland,	Livingston
L. C. Garrigues,	Russelville,	Logan
J. G. Husbands,	Eddyville,	Lyon
Quigley & Thomson,	Paducah,	McCracken
L. W. Gates,	Calhoun,	McLean
Scott & Little,	Richmond,	Madison
Chas. A. Johnston,	Lebanon,	Marion
Jno. W. Dycus,	Benton,	Marshall
Jno. S. Patton,	Warfield,	Martin
Taylor & Gill,	Maysville,	Mason
Adam T. Rankin,	Brandenburg,	Meade
Pierce & Kendall,	Frenchburg,	Menifee
Spilman & Spilman,	Harrodsburg,	Mercer
R. B. Dohoney,	Edmonton,	Metcalfe
S. J. Hunter,	Tompkinsville,	Monroe
D. B. Garrison,	Mt. Sterling,	Montgomery
W. T. Havens,	West Liberty,	Morgan
Jno. C. Thompson,	Greenville,	Muhlenburg
Jno. H. Wathen,	Bardstown,	Nelson
Hargis & Norvell,	Carlisle,	Nicholas
Q. B. Coleman,	Hartford,	Ohio
Wm. Carroll,	La Grange,	Oldham
Perry & Strother,	Owenton,	Owen
H. C. Hogg,	Booneville,	Owsley
E. W. Knight,	Falmouth,	Pendleton
J. H. Combs,	Hazard,	Perry
W. O. B. Ratliff,	Pikeville,	Pike
Lilly & Scholl,	Stanton,	Powell

	TOWN	COUNTY
W. H. Pettus,	Somerset,	Pulaski
Smith & Kilgour,	Mt. Olivet,	Robertson
J. K. McClary,	Mt. Vernon,	Rockcastle
Jno. Hargis,	Morehead,	Rowan
Winfrey & Bradshaw,	Jamestown,	Russell
Duvall & Payne,	Georgetown,	Scott
L. C. Willis,	Shelbyville,	Shelby
John Brevard,	Franklin,	Simpson
M. E. Huston,	Taylorsville,	Spencer
E. A. Cheek,	Campbellsville,	Taylor
S. J. Lowry,	Elkton,	Todd
R. A. Burnett,	Cadiz,	Trigg
J. W. McCain,	Bedford,	Trimble
J. W. Marshall,	Morganfield,	Union
T. W. Campbell,	Bowling Green,	Warren
Jas. S. Ray,	Springfield,	Washington
Jno. G. Bailey,	Dixon,	Webster
Watkins & Son,	Williamsburg,	Whitley
Geo. W. Cox,	Campton,	Wolfe
Porter & Wallace,	Versailles,	Woodford

LOUISIANA.

	TOWN	PARISH
H. L. Duffel,	Donaldsonville,	Ascension
W. Guion,	Napoleonville,	Assumption
S. R. Thorpe,	Marksville	Avoyelles
Pierson & Head,	Sparta,	Bienville
John R. Griffin,	Bellevue,	Bossier
T. Alexander,	Shreveport	Caddo
Louis Leveque,	Lake Charles,	Calcasieu
George Wear,	Columbia,	Caldwell
E. F. Newman,	Providence,	Carroll
C. I. Boatner,	Harrisonburg,	Catahoula
D. B. Hays,	Homer,	Claiborne
F. S. Shaw,	Vidalia,	Concordia
J. L. Scales,	Mansfield	De Sota

	TOWN	PARISH
Read & Goodale,	Baton Rouge,	E. Baton Rouge
F. D. Brame,	Clinton,	East Feliciana
S. L. Elan,	Winnsboro'	Franklin
W. R. Rutland	Colfax,	Grant
L. H. Montanye,	New Iberia,	Iberia
D. N. Barrow,	Plaquemine,	Iberville
M. M. Smith,	Vernon	Jackson
D. A. Pardee,	Carrolton,	Jefferson
C. De Baillou,	Vermillionville,	La Fayette
I. D. Moore,	Thibodeaux,	La Fourche
George Colmer,	Springfield,	Livingston
Jacob C. Seale,	Delta,	Madison
Louis Sholars,	Bastrop,	Morehouse
John M. Bonner,	New Orleans,	Orleans
Morrison & Farmer,	Monroe,	Ouachita
A. Lartigue,	Point à la Hache,	Plaquemines
Farrar & Montgomery,	Pointe Coupee,	Pointe Coupee
W. W. Whittington, Jr.,	Alexandria,	Rapides
Joseph Pierson,	Coushatta,	Red River
Todd & Potts,	Rayville	Richland
James F. Smith,	Manny,	Sabine
J. O. Flagg,	St. Charles,	St. Charles
J. M. Wright,	Greensburg	St. Helena
F. P. Poché,	Convent,	St. James
Jules Reine,	Edgard,	St. John Baptist
F. J. Knox,	Opelousas,	St. Landry
L. J. Gary,	St. Martinsville,	St. Martins
G. B. Shepherd,	Franklin,	St. Mary's
J. J. Mortee,	Covington	St. Tammany
S. D. Ellis,	Amite,	Tangipahoa
Steele & Ganett,	St. Joseph,	Tensas
J. B. Winder,	Houma,	Terre Bonne
J. E. Trimble,	Farmerville,	Union
Wm. Kibbe,	Abbeville,	Vermilion
G. W. Tompkins,	Minden,	Webster
David Barron,	W. Baton Rouge,	W. Baton Rouge
Collins & Leake,	St. Francisville,	W. Feliciana
S. M. Brian,	Winnfield,	Winn

MAINE.

	TOWN	COUNTY
Morrill & Wing,	Auburn,	Androscoggin
S. F. Berry,	Houlton,	Aroostook
Mattocks & Fox,	Portland,	Cumberland
Samuel Belcher,	Farmington,	Franklin
Wm. P. Joy,	Ellsworth,	Hancock
E. W. Whitehouse,	Augusta,	Kennebec
T. P. Pierce,	Rockland,	Knox
R. K. Sewall,	Wiscassett,	Lincoln
George A. Wilson,	Paris,	Oxford,
A. J. Chapman,	Bangor,	Penobscot
F. E. Rowell,	Dover,	Piscataquis
Francis Adams,	Bath,	Sagadahoc
S. D. Lindsey,	Norridgewock,	Somerset
A. S. Luce,	Belfast,	Waldo
L. G. Downes,	Machias,	Washington
Mason & Weymouth,	Biddeford,	York

MARYLAND.

	TOWN	COUNTY
Jno. B. Fay,	Cumberland,	Alleghany
J. Wirt Randall,	Annapolis,	Anne Arundel
W. Allen Mitchener,	Baltimore,	Baltimore
Briscoe & Williams,	Prince Frederick,	Calvert
Geo. D. Russum,	Denton,	Caroline
Smith & McKillip,	Westminster,	Carroll
Jones & Haines,	Elkton,	Cecil
A. G. Chapman,	Port Tobacco,	Charles
Henry & Sullivane,	Cambridge,	Dorchester
Ross & Ross,	Frederick,	Frederick
N. B. Whitaker,	Belair,	Harford
Jas. Mackubin,	Ellicott City,	Howard
D. J. Blackiston,	Chestertown,	Kent
Spencer C. Jones,	Rockville,	Montgomery

	TOWN	COUNTY
N. C. Stephens,	Bladensburg,	Prince George
C. C. Magruder, Jr.,	Upper Marlboro',	"
M. & J. B. Brown,	Centreville,	Queen Anne
Combs & Downs,	Leonardtown,	St. Mary's
Dennis & Brattan,	Princess Anne,	Somerset
T. S. Hodson,	Crisfield,	"
Chas. Bateman,	Easton,	Talbot
Danl. Weisel,	Hagerstown,	Washington
Huston Humphries,	Salisbury,	Wicomico
Geo. W. Purnell,	Snow Hill,	Worcester

MASSACHUSETTS.

	TOWN	COUNTY
J. M. Day,	Barnstable,	Barnstable
Thomas Post,	Lenox,	Berkshire
Chas. A. Reed,	Taunton,	Bristol
C. G. M. Dunham,	Edgartown,	Dukes
S. A. Johnson,	Salem,	Essex
Geo. L. Barton,	Greenfield,	Franklin
T. M. Brown,	Springfield,	Hampden
H. H. Bond,	Northampton,	Hampshire
Dana B. Gove,	Lowell,	Middlesex
E. M. Gardner,	Nantucket,	Nantucket
H. B. Terry,	Hyde Park,	Norfolk
Hosea Kingman,	Bridgewater,	Plymouth
J. Murray Baker,	Boston,	Suffolk
J. P. Farley, Jr.,	Chelsea,	"
F. A. Gaskill,	Worcester,	Worcester

MICHIGAN.

	TOWN	COUNTY
R. Z. Roberts,	Harrisville,	Alcona
W. W. Warner,	Allegan,	Allegan
V. C. Burnham,	Alpena,	Alpena
J. A. Parkinson,	Elk Rapids,	Antrim
F. V. Young,	Hastings,	Barry
A. M. King,	Bay City,	Bay
Aug. N. Parker,	Frankfort,	Benzie
W. Putnam,	Berrien Springs,	Berrien
Chas. D. Wright,	Coldwater,	Branch
Russell & Wadleigh,	Battle Creek,	Calhoun
Jno. R. Carr,	Cassopolis,	Cass
Geo. W. Bell,	Cheboygan,	Cheboygan
G. H. Carleton,	Sault de Ste. Maria,	Chippewa
C. C. Foutch,	Farwell,	Clare
Fred. Wilkinson,	St. Johns,	Clinton
P. E. Royse,	Esconawba,	Delta
G. W. Hayden,	Charlotte,	Eaton
W. O. Axford,	Flint,	Genesee
G. T. Brown,	Ithaca,	Gratiot
Janes & Keating,	Hillsdale,	Hillsdale
J. H. Chandler,	Houghton,	Houghton
Richd. Winsor,	Port Austin,	Huron
Schuyler S. Olds,	Lansing,	Ingham
Wm. B. Thomas,	Ionia,	Ionia
Wm. C. Stevens,	East Tawas,	Iosco
Albert Fox,	Mt. Pleasant,	Isabella
Jno. C. Sharp,	Jackson,	Jackson
Jas. M. Davis,	Kalamazoo,	Kalamazoo
Jas. W. Ransom,	Grand Rapids,	Kent
H. M. Newcombe,	Eagle River,	Keweenaw
H. A. Birdsall,	Lapeer,	Lapeer
Geo. L. Bachman,	Adrian,	Lenawee
Jas. M. Martin,	Howell,	Livingston
Wm. Jenney, Jr.,	McClemens,	Macomb
N. W. Nelson,	Manistee,	Manistee
Daniel H. Bell,	Marquette,	Marquette

	TOWN	COUNTY
W. L. Roberts,	Big Rapids,	Mecosta
T. B. Rice,	Menomonee,	Menomonee
F. S. Burton,	Midland,	Midland
Jos. D. Ronan,	Monroe,	Monroe
Sapp & Moore,	Greenville,	Montcalm
Jas. G. Campbell,	Muskegon,	Muskegon
Albert G. Day,	Newaygo,	Newaygo
Wm. Hudson,	Pontiac,	Oakland
G. L. Rutherford,	Hart,	Oceana
R. Alan,	Ontonago,	Ontonago
Jos. Sayles,	Evart,	Osceola
Saml. L. Tate,	Grand Haven,	Ottawa
Jno. J. Wheeler,	East Saginaw,	Saginaw
N. E. Thomas,	Port Huron,	St. Clair
Clayton D. Page,	Sturgis,	St. Joseph
Jno. Divine,	Lexington,	Sanilac
Orton Williams,	Corunna,	Shiawassee
Jno. P. Hoyt,	Caro,	Tuscola
Albert Jackson,	Paw Paw,	Van Buren
F. Hinckley,	Ypsilanti,	Washtenaw
Geo. T. Campan,	Detroit,	Wayne
T. A. Ferguson,	Sherman,	Wexford

MINNESOTA.

	TOWN	COUNTY
M. Q. Butterfield,	Anoka,	Anoka
J. Delamater,	Detroit City,	Becker
L. Mayo,	Sauk Rapids,	Benton
C. N. Bell,	Mankato,	Blue Earth
W. S. Bassford,	New Ulm,	Brown
James G. Hussey,	Thomson,	Carlton
Baxter & Peck,	Chaska,	Carver

	TOWN	COUNTY
J. D. Baker,	Montevideo,	Chippewa
L. K. Stannard,	Taylor's Falls,	Chisago
J. G. Redding,	Windona,	Cottonwood
G. W. Holland,	Brainerd,	Crow Wing
E. Parliman,	Hastings,	Dakota
A. La Due,	Mantorville,	Dodge
F. B. Van Hoesen,	Alexandria	Douglas
G. B. Kingsley,	Blue Earth City,	Faribault
N. P. Colburn,	Preston,	Fillmore
Walter Wakeman,	Albert Lea,	Freeborn
O. M. Hall,	Red Wing,	Goodhue
A. N. Merrick,	Minneapolis,	Hennepin
James O'Brien,	Caledonia,	Houston
C. Adams,	Cambridge,	Isanti
G. K. Tiffany,	Jackson,	Jackson
Samuel Dunham,	Willmar,	Kandiyohi
A. W. Bangs,	Le Sueur,	Le Sueur
O. M. Knight,	Glencoe,	McLeod
M. H. Blaisdell,	Fairmount,	Martin
H. M. Atkins,	Princeton,	Mille Lacs
A. D. Cash,	Little Falls,	Morrison
Page & Wheeler,	Austin,	Mower
S. R. Harris,	Lake Shetik,	Murray
G. S. Ives,	St. Peter,	Nicollet
I. N. Hawkins,	Worthington,	Nobles
T. J. Knox,	Rochester,	Olmsted
W. F. Ball,	Otter Tail City,	Otter Tail
James W. Davis,	St. Paul,	Ramsey
Coulter Wiggins,	Redwood Falls,	Redwood
G. H. Meguier,	Beaver Falls,	Renville
J. W. Smallidge,	Faribault,	Rice
W. J. Hayward,	Duluth,	St. Louis
D. A. Brown,	Shakopee,	Scott
Peter Brick,	St. Cloud,	Stearns
L. A. Wheelock,	Owatonna,	Steele
A. V. Teeple,	Morris,	Stevens
S. R. Miller,	Lake City,	Wabashaw
B. S. Lewis,	Waseca,	Waseca

	TOWN	COUNTY
Thomas Lecky,	Stillwater,	Washington
F. D. Joy,	Madelia,	Wantowwan
C. B. Falley,	Breckenridge,	Wilkin
Joseph A. Prentiss,	Winona,	Winona
C. B. Sleeper,	Buffalo,	Wright

MISSISSIPPI.

	TOWN	COUNTY
P. K. Lanneau,	Natchez	Adam
R. O. Beene,	Corinth,	Alcorn
B. F. Johns,	Liberty,	Amite
C. M. Brooke,	Kosciusko,	Attala
George Y. Scott,	Pride's Point,	Bolivar
W. M. Abernathy,	Ashland,	Benton
F. McGee,	Pittsborough,	Calhoun
W. Taudy Bean,	Carrolton,	Carroll
Benjamin Murray,	Houston,	Chickasaw
J. B. Dunn,	Greensboro'	Choctaw
E. H. Stiles,	Port Gibson,	Claiborne
S. Evans,	Enterprise	Clark
H. P. Reid,	Friar's Point,	Coahoma
T. B. Dalton,	West Point,	Colfax
R. N. Miller,	Hazlehurst,	Copiah
S. Gilbert,	Williamsburg,	Covington
P. S. Myers,	Hernando,	De Soto
W. P. Cassedy,	Meadville,	Franklin
James M. Ellis,	Grenada,	Grenada
D. B. Seal,	Shieldsboro'	Hancock
E. Henderson,	Pass Christian,	Harrison
Charles E. Hooker,	Jackson,	Hinds
R. A. Anderson,	Lexington,	Holmes
M. T. Miller,	Mayersville,	Issaquena
T. J. Clayton,	Fulton,	Itawamba
George Wood,	Moss Point,	Jackson
W. Acker,	Paulding,	Jasper
J. J. Whitney,	Fayette,	Jefferson

	TOWN	COUNTY
T. H. Griffin,	De Kalb,	Kemper
H. M. Sullivan,	Oxford,	La Fayette
J. H. Steele,	Meridian,	Lauderdale
H. C. Conn,	Monticello,	Lawrence
Raymond Reid,	Carthage,	Leake
John M. Allen,	Tupelo,	Lee
J. D. Jackson,	Greenwood,	Leflore
Alex. C. McNair,	Brookhaven,	Lincoln
T. B. Dalton,	West Point,	Lowndes
John W. Downs,	Canton,	Madison
T. S. Ford,	Columbia,	Marion
James T. Fant,	Holly Springs,	Marshall
Davis & McFarland,	Aberdeen,	Monroe
Sweatman & Williamson,	Winona	Montgomery
G. B. Huddleston,	Philadelphia,	Neshoba
T. B. McCune,	Decatur,	Newton
Dillard & Jarnagin,	Macon,	Noxubee
W. N. Nash,	Starkville,	Oktibbeha
L. C. Balch,	Sardis,	Panola
A. T. Perryman,	Augusta,	Perry
L. L. Traube,	Magnolia,	Pike
John H. Carr,	Pontotoc,	Pontotoc
Finley & Selman,	Booneville,	Prentiss
Patrick Henry,	Brandon,	Rankin
T. B. Graham,	Forest,	Scott
A. J. Minze,	Westville,	Simpson
A. J. McLaurin,	Raleigh,	Smith
J. D. Jackson,	McNutt,	Sun Flower
C. S. Meriwether,	Charleston,	Tallahatchie
J. W. Mitchell,	Ripley,	Tippah
W. S. J. Adams,	Iuka,	Tishemingo
T. A. Perkins,	Austin,	Tunica
H. E. O'Reilley,	Vicksburg,	Warren
James W. Boykin,	Waynesboro',	Wayne
Thomas V. Noland,	Woodville,	Wilkinson
Joseph S. Reid,	Louisville,	Winston
D. E. Thomas,	Coffeeville,	Yalabusha
Nath. G. Nye,	Yazoo City,	Yazoo

MISSOURI.

	TOWN	COUNTY
Wm. L. Griggs,	Kirksville,	Adair
George T. Bryan,	Savannah,	Andrew
Jno. D. Campbell,	Rockport,	Atchison
Jas. R. Williams,	Mexico,	Audrain
F. M. Cowgill,	Cassville,	Barry
E. O. Brown,	Lamar,	Barton
Jno. L. Stanley,	Butler,	Bates
B. J. Emerson,	Warsaw,	Benton
Jas. H. Wilson,	Marble Hill,	Bollinger
E. C. More,	Columbia,	Boone
E. C. Zimmerman,	St. Joseph,	Buchanan
S. M. Chapman,	Poplar Bluff,	Butler
C. S. McLaughlin,	Kingston,	Caldwell
A. W. Harris,	Fulton,	Callaway
L. S. Wright,	Linn Creek,	Camden
Linns Sanford,	Jackson,	C. Girardeau
Geo. W. Royse,	Carrollton,	Carroll
R. O. Bogges,	Harrisonville,	Cass
Jos. B. Upton,	Stockton,	Cedar
A. Mackey, Jr.,	Keytesville,	Chariton
D. M. Paine,	Ozark,	Christian
W. H. Robinson,	Cahoka,	Clarke
W. H. Woodson,	Liberty,	Clay
E. W. Turner,	Plattsburg,	Clinton
F. W. Ludwig,	Boonville,	Cooper
Seay & Collins,	Steelville,	Crawford
J. A. Reddy,	Greenfield,	Dade
Milt Ewing,	Gallatin,	Daviess
H. E. Glazier,	De Kalb,	De Kalb
S. H. Sheelock,	Salem,	Dent
N. E. Ide,	Ava,	Douglas
M. W. Lawson,	Kennett,	Dunklin
J. C. Kiskadden,	Union,	Franklin
W. Lewis,	Hermann,	Gasconade
Geo. Pomeroy,	Albany,	Gentry

	TOWN	COUNTY
Oliver H. Travers,	Springfield,	Greene
Ed. Yates,	Trenton,	Grundy
T. D. Neal,	Bethany,	Harrison
Pickerill & Blackford,	Clinton,	Henry
Frank Gordon,	Hermitage,	Hickory
S. C. Major, Jr.,	Fayette,	Howard
Hynes & Livingston,	West Plains,	Howell
Robt. A. Orendorff,	Kansas City,	Jackson
O. G. Hess,	Carthage,	Jasper
Jno. L. Thomas,	Hillsborough,	Jefferson
J. P. Orr,	Holden,	Johnson
Wm. K. McQuoid,	Edina,	Knox
J. T. Moore,	Lebanon,	Laclede
J. T. Clayton,	Lexington,	La Fayette
Jno. G. Wear,	Mt. Vernon,	Lawrence
F. W. Rash,	Monticello,	Lewis
Chas. Martin, Jr.,	Troy,	Lincoln
Carlos Boardman,	Linneus,	Linn
Jno. N. Boyd,	Chillicothe,	Livingston
Jas. L. Smith,	Pineville,	McDonald
Chas. P. Hess,	Macon City,	Macon
B. B. Cahoon,	Fredericktown,	Madison
Christ. Bennett,	Vienna,	Maries
R. P. Giles,	Palmyra,	Marion
Philander Stacy,	Princeton,	Mercer
Thos. Scott,	Tuscumbia,	Miller
Jas. M. Brown,	Charleston,	Mississippi
C. Baird,	California,	Moniteau
T. B. Robinson,	Paris,	Monroe
E. M. Hughes,	Danville,	Montgomery
J. D. Neilson,	Versailles,	Morgan
M. J. A. Conran,	New Madrid,	New Madrid
Horne & Lloyd,	Neosho,	Newton
C. A. Anthony,	Maryville,	Nodaway
J. P. Woodside,	Thomasville,	Oregon
C. G. Clement,	Linn,	Osage
H. A. Crandell,	Gainesville,	Ozark
G. W. Carleton,	Gayoso,	Pemiscot

	TOWN	COUNTY
Richd. P. Garrett,	Sedalia,	Pettis
H. E. Baker,	Rolla,	Phelps
E. Robinson,	Bowling Green,	Pike
W. C. Wells,	Platte City,	Platte
W. H. Anderson,	Bolivar,	Polk
Wm. Rollins,	Waynesville,	Pulaski
Hyde & Christy,	Unionville,	Putnam
H. C. Wellman,	New London,	Ralls
J. R. Christian,	Huntsville,	Randolph
A. J. Riffe,	Richmond,	Ray
G. Howell,	Centreville,	Reynolds
R. Cahill,	Doniphan,	Ripley
A. H. Edwards,	St. Charles,	St. Charles
F. H. Clark,	Appleton,	St. Clair
F. M. Carter,	Farmington,	St. Francois
J. B. Robbins,	St. Genevieve,	St. Genevieve
D. Breck Ramsey,	St. Louis,	St. Louis
T. B. B. Carthage,	Marshall,	Saline
J. B. Gamble,	Lancaster,	Schuyler
W. G. Downing,	Memphis,	Scotland
L. Singleton,	Eminence,	Shannon
J. R. McLeod,	Shelbyville,	Shelby
G. H. Crum,	Bloomfield,	Stoddard
H. C. Kelley,	Galena,	Stone
A. C. Enbanks,	Milan,	Sullivan
Rufus V. Burns,	Forsyth,	Taney
Jno. B. Riggs,	Houston,	Texas
Ashby Gray,	Nevada,	Vernon
Fred Morsey & Co.,	Warrenton,	Warren
W. F. Hunter,	Potosi,	Washington
A. W. Banks,	Greenville,	Wayne
H. E. Phelps,	Marshfield,	Webster
Wm. J. Gibson,	Grant City,	Worth
F. M. Mansfield,	Hartville,	Wright

MONTANA TERRITORY.

	TOWN	COUNTY
C. Mead,	Bannock City,	Beaver Head
James H. Brown,	Deer Lodge,	Deer Lodge
R. P. Vivion,	Bozeman,	Gallatin
M. Bullard,	Helena,	Lewis & Clarke
H. N. Blake,	Virginia City,	Madison
W. J. Stephens,	Missoula,	Missoula

NEBRASKA.

	TOWN	COUNTY
M. R. Hopewell,	Tekamah,	Burt
H. L. Garfield,	Savannah,	Butler
G. S. Smith,	Plattsmouth,	Cass
W. H. Powell,	St. Helena,	Cedar
G. R. Ballou,	Sidney,	Cheyenne
R. G. Brown,	Sutton,	Clay
W. W. Gee,	Schuyler,	Colfax
E. M. Clark,	West Point,	Cuming
J. T. Spencer,	Dakota City,	Dakota
Robert Kittle,	Fremont,	Dodge
W. J. Connell,	Omaha,	Douglas
James W. Eller,	Fairmount,	Fillmore
E. S. Chadwick,	Beatrice,	Gage
B. L. Easley,	Grand Island,	Hall
C. C. Boyle,	Fairbury,	Jefferson
V. D. Metcalfe,	Tecumseh,	Johnson
C. J. Green,	Lincoln,	Lancaster
A. B. Conaway,	North Platte,	Lincoln
John McLean,	Clarksville,	Merrick
Wm. H. Hoover,	Brownsville,	Nemaha
McLennan & Archbold,	Nebraska City,	Otoe
A. H. Babcock,	Pawnee City,	Pawnee
Byron Millett,	Columbus,	Platt
Joseph D. Gilman,	Falls City,	Richardson
F. D. Morse,	Pleasant Hill,	Saline
J. W. A. Bennet,	Ashland,	Saunders

	TOWN	PARISH
F. M. Ellsworth,	Seward,	Seward
M. B. Sharp,	Stanton,	Stanton
W. C. Walton,	Blair,	Washington
E. M. Clark,	La Porte,	Wayne
John R. Wilcox,	Red Cloud,	Webster
G. W. Post,	York,	York

NEVADA.

	TOWN	COUNTY
H. P. Clayton,	Genoa,	Douglas
R. R. Bigalow,	Elko,	Elko
A. L. Greeley,	Aurora,	Esmeralda
W. S. Bonnifield,	Unionville,	Humbolt
A. M. Hillhouse,	Austin,	Lander
W. J. Hardy,	Pioche,	Lincoln
W. A. Luders,	Dayton,	Lyon
E. P. Sine,	Belmont,	Nye
S. D. King, Jr.,	Carson City,	Ormsby
J. H. Harris,	Virginia City,	Storey
Wm. Cain,	Reno,	Washoe
J. J. Maxwell,	Hamilton,	White Pine

NEW HAMPSHIRE.

	TOWN	COUNTY
S. B. Smith,	Laconia,	Belknap
S. D. Quarles,	Ossipee,	Carroll
C. F. Webster,	Keene,	Cheshire
Henry Heywood,	Lancaster,	Coos
G. W. Chapman,	Haverhill,	Grafton
C. A. O'Connor,	Manchester,	Hillsboro'
Frank A. Fowler,	Concord,	Merrimack
Samuel H. Goodall,	Portsmouth,	Rockingham
John R. Varney,	Dover,	Strafford
George R. Brown,	Newport,	Sullivan

NEW JERSEY.

	TOWN	COUNTY
L. W. Humphreys,	Absecom,	Atlantic
Garrett Ackerson, Jr.,	Hackensack,	Bergen
G. S. Cannon,	Bordentown,	Burlington
Jas. M. Cassaday,	Camden,	Camden
Jno. B. Huffman,	Cape May,	Cape May
Potter & Nixon,	Bridgeton,	Cumberland
Stone & Jackson,	Newark,	Essex
Jno. S. Jessup,	Woodbury,	Gloucester
Chas. K. Cannon,	Hoboken,	Hudson
Wm. P. Douglas,	Jersey City,	"
M. L. Trimmer,	Lambertville,	Hunterdon
Richey & Emery,	Trenton,	Mercer
Jno. C. Elmerdorf,	New Brunswick,	Middlesex
Chas. A. Bennett,	Freehold,	Monmouth
S. H. Little,	Morristown,	Morris
A. C. Martin,	Tom's River,	Ocean
Geo. S. Hilton,	Patterson,	Passaic
Edw. Van Meter,	Salem,	Salem
A. V. D. Honeyman,	Somerville,	Somerset
Jas. E. Howell,	Newton,	Sussex
Thos. F. McCormick,	Elizabeth,	Union
W. M. Davis,	Phillipsburg,	Warren

NEW MEXICO.

	TOWN	COUNTY
H. R. Whitney,	Albuquerque,	Bernalillo
M. W. Mills,	Cimarron,	Colfax
W. T. Jones,	Mesilla,	Dona Ana
J. M. Pacheco,	Mora,	Mora
L. Sulzbacher,	Las Vegas,	San Miguel
Thos. B. Catron,	Santa Fe,	Santa Fe
L. M. Baca,	Socorro,	Socorro

NEW YORK.

	TOWN	COUNTY
H. L. Washburn, Jr.,	Albany,	Albany
Rufus Scott,	Belmont,	Alleghany
Chapman & Martin,	Binghamton,	Broome
Frank S. Smith,	Little Valley,	Cattaraugus
Wm. R. Hallock,	Auburn,	Cayuga
A. A. Van Dusen,	Mayville,	Chautauqua
Jno. A. Reynolds,	Elmira,	Chemung
R. A. Stanton,	Norwich,	Chenango
H. R. Peck,	Hudson,	Columbia
Jas. Steele, Jr.,	Cortland Village,	Cortland
G. L. Gordon,	Delhi,	Delaware
Robt. H. Hunter,	Poughkeepsie,	Dutchess
Lewis & Gurney,	Buffalo,	Erie
Milo C. Perry,	Elizabethtown,	Essex
Jno. I. Gilbert,	Malone,	Franklin
Jerry Keck,	Johnstown,	Fulton
Aug. Cowdin,	Batavia,	Genesee
A. C. Faucher,	Catskill,	Greene
R. P. Anibal,	Benson,	Hamilton
E. A. Brown,	Herkimer,	Herkimer
Maxon & Ramsdell,	Adams,	Jefferson
Austin & Shinn,	Brooklyn,	Kings
E. A. Brown, Jr.,	Lowville,	Lewis
Adams & Strang,	Geneseo,	Livingston
Nath. Foote, Jr.,	Morrisville,	Madison
Chas. H. Gorham,	Rochester,	Monroe
F. F. Wendell,	Fort Plain,	Montgomery
Austin & Shinn,	New York,	New York
Chas. E. Chase,	Lockport,	Niagara
Baggs & Collins,	Utica,	Oneida
Northrup & Munro,	Syracuse,	Onondaga
Jas. C. Jackson,	Canandaigua,	Ontario
Jno. C. Noe,	Newburgh,	Orange
Jno. V. Lewis,	Albion,	Orleans
Alfred B. Getty,	Oswego,	Oswego

	TOWN	COUNTY
S. I. Haynes,	Cooperstown,	Otsego
Jas. D. Little,	Carmel,	Putnam
Jas. P. Darcy,	Jamaica,	Queens
Levi Phillips,	Troy,	Rensselaer
S. DeKay,	Castleton,	Richmond
C. F. Blanch,	Piermont,	Rockland
A. Z. Squire,	Canton,	St. Lawrence
Seth Whalen,	Ballston,	Saratoga
A. P. Strong,	Schenectady,	Schenectady
Julius Rowley,	Schoharie,	Schoharie
C. H. Everts,	Watkins,	Schuyler
Rufus B. Cole,	Waterloo,	Seneca
Isaac N. Baker,	Bath,	Steuben
N. D. Petty,	Riverhead,	Suffolk
Chas. A. Munger,	Owego,	Tioga
Saml. H. Wilcox,	Ithaca,	Tompkins
Friend Hoar, Jr.,	Kingston,	Ulster
A. Armstrong, Jr.,	Glen's Falls,	Warren
A. Robertson,	Salem,	Washington
Jno. H. Camp,	Lyons,	Wayne
Marshall & Verplanck,	White Plains,	West Chester
Albert F. Foster,	Warsaw,	Wyoming
J. Thos. Knox,	Penn Yan,	Yates

NORTH CAROLINA.

	TOWN	COUNTY
Jas. E. Boyd,	Graham,	Alamance
Jos. B. Howell,	Taylorsville,	Alexander
Ellis L. Vaughn,	Gap Civil,	Alleghany
Ashe & Bennett,	Wadesborough,	Anson
Squire Trivette,	Jefferson,	Ashe
Warren & Myers,	Washington,	Beaufort
D. C. Winston,	Windsor,	Bertie

	TOWN	COUNTY
Robt. H. Lyon,	Elizabethtown,	Bladen
Wm. M. Cocke, Jr.,	Asheville,	Buncombe
C. F. Kesson,	Morgantown,	Burke
P. B. Means,	Concord,	Cabarrus
Clinton A. Cilley,	Lenoir,	Caldwell
D. D. Ferebee,	South Mills,	Camden
Jno. M. Perry,	Beaufort,	Carteret
Watt & Withers,	Yanceyville,	Caswell
Jno. B. Hussey,	Newton,	Catawba
Jas. H. Headen,	Pittsboro',	Chatham
Robt. Pritchard,	Murphy,	Cherokee
Aug. M. Moore,	Edenton,	Chowan
Jno. W. Gidney,	Shelby,	Cleveland
Jno. H. Haughton,	New Berne,	Craven
Jno. W. Hinsdale,	Fayetteville,	Cumberland
Saml. F. Watkins,	Lexington,	Davidson
Jno. M. Clement,	Mocksville,	Davie
Henry R. Kornegay,	Kenansville,	Duplin
H. L. Staton, Jr.,	Tarboro',	Edgecombe
Jno. W. Alspaugh,	Winston,	Forsyth
Chas. M. Cooke,	Louisburgh,	Franklin
B. C. Cobb,	Dallas,	Gaston
Mills L. Eure,	Gatesville,	Gates
Jno. W. Hays,	Oxford,	Granville
Smith Galloway,	Snow Hill,	Greene
Dillard & Gilmer,	Greensborough,	Guilford
J. M. Grizzard,	Halifax,	Halifax
D. H. McLean,	Lillington,	Harriet
J. C. L. Gudger,	Waynesville,	Haywood
David Stradley,	Hendersonville,	Henderson
Jas. M. Trader,	Murfreesborough,	Hertford
Nath. Beckwith,	Lake Landing,	Hyde
W. P. Caldwell,	Statesville,	Iredell
Jas. R. Love,	Webster,	Jackson
Jno. C. McGuy,	Smithfield,	Johnson
H. F. Grainger,	Kinston,	Lenoir
R. J. Shipp,	Lincolnton,	Lincoln
W. Flemming,	Marion,	McDowell

	TOWN	COUNTY
W. L. Love,	Franklin,	Macon
Gudger & Gudger,	Marshall,	Madison
Jas. E. Moore,	Williamston,	Martin
Graham & Nash,	Charlotte,	Mecklenburg
J. H. Greene,	Bakersville,	Mitchell
Allen Jordan,	Troy,	Montgomery
Jno. C. Campbell,	Carthage,	Moore
Jno. H. Thorp,	Rocky Mount,	Nash
Edw. Cantwell,	Wilmington,	New Hanover
David A. Barnes,	Jackson,	Northampton
Jno. W. Graham,	Hillsborough,	Orange
W. F. Martin,	Elizabeth City,	Pasquotank
Thos. G. Skinner,	Hertford,	Perquimons
Henry T. Jordan,	Roxborough,,	Person
Edw. Yellowley,	Greenville,	Pitt
Jackson & Robins,	Asheborough,	Randolph
W. L. Steele,	Rockingham,	Richmond
W. Foster French,	Lumberton,	Robeson
Scales & Scales,	Wentworth,	Rockingham
Jno. S. Henderson,	Salisbury,	Rowan
Robt. W. Logan,	Rutherfordton,	Rutherford
M. C. Richardson,	Clinton,	Sampson
W. W. King,	Danbury,	Stokes
J. F. Graves,	Mount Airy,	Surry
W. B. Duckworth,	Brevard,	Transylvania
Thos. J. Jarvis,	Columbia,	Tyrrell
H. B. Adams,	Monroe,	Union
Jacob H. Fleming,	Raleigh,	Wake
Chas. A. Cook,	Warrenton,	Warren
Jno. A. Moore,	Plymouth,	Washington
A. K. Smedes,	Goldsborough,	Wayne
H. G. Connor,	Wilson,	Wilson
W. H. H. Cowles,	Wilkesboro',	Wilkes
Jos. Dobson,	Yadkinville,	Yadkin
Wm. M. Moore,	Burnsville,	Yancey

OHIO.

	TOWN	COUNTY
Evans & Mullen,	West Union,	Adams
Cunningham & Brotherton,	Lima,	Allen
B. & A. Stilwell,	Ashland,	Ahland
Simonds & Wade,	Jefferson,	Ashtabula
A. G. & H. T. Brown,	Athens,	Athens
R. D. Marshall,	Wapakonetta,	Auglaize
Alexis Cope,	St. Clairsville,	Belmont
Marshall, Thomas & Dunn,	Georgetown,	Brown
Isaac M. Warnick,	Hamilton,	Butler
Shober & Raley,	Carrollton,	Carroll
Taylor & Leedom,	Urbana,	Champaign
Edward S. Wallace,	Springfield,	Clark
Joseph Tritt,	New Richmond,	Clermont
John M. Kirk,	Wilmington,	Clinton
Henry E. Frost,	New Lisbon,	Columbiana
John M. Compton,	Coshocton,	Coshocton
Beer & Clements,	Bucyrus,	Crawford
John J. Carran,	Cleveland,	Cuyahoga
Henry M. Cole,	Greenvile,	Darke
Wm. D. Hill,	Defiance,	Defiance
Frederick M. Joy,	Delaware,	Delaware
Charles E. Smith,	Sandusky,	Erie
Tallman Slough,	Lancaster,	Fairfield
Gregg & Creamer,	Washington,	Fayette
Daniel C. Wax,	Columbus,	Franklin
H. H. & T. F. Ham,	Wauseon,	Fulton
T. W. Hampton,	Gallipolis,	Gallia
Durfee & Stephenson,	Chardon,	Geauga
Benoni Nesbitt,	Xenia,	Greene
Edward W. Mathews,	Cambridge,	Guernsey
Wm. P. Biddle,	Cincinnati,	Hamilton
E. T. Dunn,	Findlay,	Hancock
Wm. L. Walker,	Kenton,	Hardin
Cunningham & Hollingsworth,	Cadiz,	Harrison
Daniel Meekison, Jr.,	Napoleon,	Henry
H. L. Meek,	Hillsboro',	Highland

	TOWN	COUNTY
Grogan & Wright,	Logan,	Hocking
M. A. Hoagland,	Millersburg,	Holmes
Charles B. Stickney,	Norwalk,	Huron
Irvine Dungan,	Jackson,	Jackson
Asa. H. Battin,	Steubenville,	Jefferson
Joseph H. Merrin,	Fredericktown,	Knox
Wm. Forgey,	Ironton,	Laurence
Waldo Taylor,	Newark,	Licking
John A. Price,	Bellefontaine,	Logan
Jared M. Hord,	Elyria,	Lorain
Haynes & Price,	Toledo,	Lucas
H. W. & O. C. Smith,	London,	Madison
Jones & Murray,	Youngstown,	Mahoning
W. Z. Davis,	Marion,	Marion
P. C. Hard,	Wadsworth,	Medina
John U. Myers,	Pomeroy,	Meigs
Albery & Murlin,	Celina,	Mercer
Calvin D. Wright,	Troy,	Miami
Ames & Spriggs,	Woosdfield,	Monroe
McKerny & Nauerth,	Dayton,	Montgomery
Joshua T. Crew,	McConnelsville,	Morgan
Gurley & Dalrymple,	Mt. Gilead	Morrow
E. J. Brown,	Zanesville,	Muskingum
Belford & O'Key,	Caldwell,	Noble
James H. Magruder,	Port Clinton,	Ottawa
George. W. Cox,	Paulding,	Paulding
Free & Taylor,	New Lexington,	Perry
Samuel W. Courtwright,	Circleville,	Pickaway
Thomas W. Higgins,	Waverly,	Pike
George F. Robinson,	Ravenna,	Portage,
Foos & Fisher,	Eaton,	Preble
Day Pugh,	Ottawa,	Putnam
Jerome Lee,	Mansfield,	Richland
Wm. V. Laurence,	Chillicothe,	Ross
J. P. & H. R. Finefrock,	Tremont,	Sandusky
Wm. Waller,	Portsmouth,	Scioto
John McCauley,	Tiffin,	Seneca,
M. C. Hale,	Sidney,	Shelby

	TOWN	COUNTY
R. S. Shields,	Canton,	Stark
Hall & Poulson,	Akron,	Summit
Wm. T. Spear,	Warren,	Trumbull
Charles H. Mitchener,	New Philad'a,	Tuscarawas
Robinson & Piper,	Marysville,	Union
Hiram C. Glenn,	Van Wert,	Van Wert
Edward A. Bratton,	McArthur,	Vinton
Thomas F. Thompson,	Lebanon,	Warren
Oldham, Way & Oldham,	Marietta,	Washington
Isaac Johnson,	Wooster,	Wayne
Philetus Smith,	Bryan,	Williams
Goit & Abbott,	Bowling Green,	Wood
Berry & Berry,	Upper Sandusky,	Wyandot

OREGON.

	TOWN	COUNTY
Leonard O. Sterns,	Baker City,	Baker
Jno. Burnett,	Corvallis,	Benton
F. O. McCown,	Oregon City,	Clackamas
Wm. L. Ervan,	Astoria,	Clatsop
T. A. McBride,	St. Helen,	Columbia
D. L. Watson,	Empire City,	Coos
Binger Herman,	Roseburg,	Douglas
Jno. W. Baldwin,	Canyon,	Grant
Dowell & Kelley,	Jacksonville,	Jackson
Chas. W. Fitch,	Eugene City,	Lane
E. B. Stone,	Salem,	Marion
Caples & Moreland,	Portland,	Multnomah
J. A. Applegate,	Dallas,	Polk
H. G. Toakum,	Pendleton,	Umatilla
Jas. H. Slater,	La Grande,	Union
L. L. McArther,	The Dalles,	Wasco
Thos. H. Tongue,	Hillsborough,	Washington
Raleigh Stott,	La Fayette,	Yam Hill

PENNSYLVANIA.

	TOWN	COUNTY
McClean & Woods,	Gettysburg,	Adams
Jno. Barton,	Pittsburgh,	Alleghany
Edw. S. Golden,	Kittanning,	Armstrong
Jas. Cameron,	Beaver,	Beaver
Wm. C. Smith,	Bedford,	Bedford
Wm. P. Bard,	Reading,	Berks
H. I. Rawlins,	Hollidaysburg,	Blair
W. A. &. B. M. Peck,	Towanda,	Bradford
G. & H. Lear,	Doylestown,	Bucks
A. J. McCafferty,	Butler,	Butler
Danl. McLaughlin,	Johnstown,	Cambria
Jno. B. Newton,	Emporium,	Cameron
Jno. D. Bertolette,	Mauch Chunk,	Carbon
McAllister & Beaver,	Bellefonte,	Centre
Alfred P. Reid,	West Chester,	Chester
Theophilus S. Wilson,	Clarion,	Clarion
Cyrus Gordon,	Clearfield,	Clearfield
Wm. C. Holahan,	Renovo,	Clinton
Jno. M. Clark,	Bloomsburgh,	Columbia
H. L. Richmond & Son,	Meadville,	Crawford
Reid & Neill,	Titusville,	"
Theo. Cornman,	Carlisle,	Cumberland
Geo. J. Kunkel,	Harrisburg,	Dauphin
Ezra Lewis,	Media,	Delaware
Jos. O. W. Bailey,	Ridgway,	Elk
C. E. Lovett,	Erie,	Erie
Wm. A. McDowell,	Uniontown,	Fayette
Wm. W. Mason,	Tionesta,	Forest
Jno. M. D. Sharpe,	Chambersburgh,	Franklin
Smith & Robinson,	McConnellsburgh,	Fulton
Donley & Ingraham,	Waynesburgh,	Greene
Lovell K. Allen,	Huntingdon,	Huntingdon
Henry C. Campbell,	Indiana,	Indiana
A. C. White,	Brookville,	Jefferson
Jacob A. Christy,	Mifflintown,	Juniata

	TOWN	COUNTY
Robt. M. Agnew,	Lancaster,	Lancaster
Jas. M. Martin,	New Castle,	Lawrence
A. Frank Seltzer,	Lebanon,	Lebanon
H. C. Hunsberger,	Allentown,	Lehigh
Aaron A. Chase,	Scranton,	Luzerne
J. E. Ulman,	Wilkesbarre,	"
Henry C. McCormick,	Williamsport,	Lycoming
B. D. Hamlin & Son,	Smithport,	McKean
Johnson Pearson,	Mercer,	Mercer
Geo. W. Elder,	Lewistown,	Mifflin
Charlton Burnett,	Stroudsburg,	Monroe
Theo. W. Bean,	Norristown,	Montgomery
Isaac X. Grier,	Danville,	Montour
Geo. W. Stout,	Easton,	Northampton
Lawson & Brown,	Milton,	Northumberl'd
Chas. J. T. McIntire,	New Bloomfield,	Perry
W. Vance Harpur,	Philadelphia,	Philadelphia
J. H. Van Etten,	Milford,	Pike
Olmstead & Larrabee,	Condersport,	Potter
Sol. Foster, Jr.,	Pottsville,	Schuylkill
Thos. J. Smith,	Middleburgh,	Snyder
W. H. Koontz,	Somerset,	Somerset
E. M. Dunham,	La Porte,	Sullivan
Little & Blakeslee,	Montrose,	Susquehanna
Jerome B. Miles,	Wellsborough,	Tioga
Linn & Dill,	Lewisburgh,	Union
Robt. W. Dunn,	Franklin,	Venango
Jno. B. McAllister,	Oil City,	"
W. W. Wilbur,	Warren,	Warren
Boyd Crumrine,	Washington,	Washington
Frank B. Brown,	Honesdale,	Wayne
Hunter & Klingensmith,	Greensburgh,	Westmoreland
Little & Little,	Tunkhannock,	Wyoming
Jno. W. Heller,	York,	York

RHODE ISLAND.

	TOWN	COUNTY
John Turner,	Bristol,	Bristol
Jos. W. Congdon,	East Greenwich,	Kent
Gould & Bull,	Newport,	Newport
Jno. F. Lonsdale,	Providence,	Providence
Thos. H. Peabody,	Westerly,	Washington

SOUTH CAROLINA.

	TOWN	COUNTY
Edward Noble,	Abbeville,	Abbeville
B. F. Whitner,	Anderson,	Anderson
Dibble & Izlar,	Bamberg,	Barnwell
Youmans & Moore,	Gillisonville,	Beaufort
De Sassurl & Holmes,	Charleston,	Charleston
McLure & McLure,	Chester,	Chester
M. J. Hough,	Chesterfield,	Chesterfield
Blanding, Richardson & Rhame,	Manning,	Clarendon
C. G. Henderson,	Walterborough,	Colleton
Edwards & Dargan,	Darlington,	Darlington
Jno. L. Addison,	Edgefield,	Edgefield
Jas. H. Rion,	Winnsborough,	Fairfield
A. Blythe,	Greenville,	Greenville
Jas. M. Davis,	Camden,	Kershaw
Jno. D. Wylie,	Lancaster,	Lancaster
Todd & Todd,	Laurens,	Laurens
Johnson & Johnson,	Marion,	Marion
Hudson & Newton,	Bennettsville,	Marlborough
Fair, Pope & Pope,	Newberry,	Newberry
Jos. J. Norton,	Walhalla,	Oconee
Izlar & Dibble,	Orangeburgh,	Orangeburgh
C. L. Hollingsworth,	Pickens,	Pickens
Monteith & Bauskett,	Columbia,	Richland
Jno. C. Winsmith,	Spartanburgh,	Spartanburgh

	TOWN	COUNTY
Richardson & Son,	Sumter,	Sumter
Jas. B. Steedman,	Unionville,	Union
Saml. W. Maurice,	Kingstree,	Williamsburgh
Isaac D. Witherspoon,	Yorkville,	York

TENNESSEE.

	TOWN	COUNTY
D. K. Young,	Clinton,	Anderson
E. Sheppard,	Shelbyville,	Bedford
W. F. Doherty,	Camden,	Benton
S. R. Northrop,	Pikeville,	Bledsoe
R. N. Hood,	Maryville,	Blount
Jesse H. Grant,	Cleveland,	Bradley
John Clark,	Jacksboro,	Campbell
Cantrell & Gribble,	Woodbury,	Cannon
Albert F. Estes,	Huntingdon,	Carroll
F. S. Singletary,	Elizabethton,	Carter
Samuel Power,	Ashland City,	Cheatham
R. F. Patterson,	Tazewell,	Claiborne
W. W. Langhorn,	Newport,	Cocke
James Price,	Planchester,	Coffee
Smith, Baxter & Allison,	Nashville,	Davidson
D. E. Scott,	Decaturville,	Decatur
J. A. & R. C. Nesmith,	Smithville,	De Kalb
Robert McNeilly,	Charlotte,	Dickson
F. G. Sampson,	Dyersburgh,	Dyer
W. B. Dortch,	Somerville,	Fayette
Alex. M. Garrett,	Jamestown,	Fentress
John H. Martin,	Winchester,	Franklin
W. A. & J. S. Cooper,	Trenton,	Gibson
Logan & Buford,	Pulaski,	Giles
John W. Goe,	Rutledge,	Grainger
H. H. Ingersoll,	Greenville,	Greene
Robert Sanders,	Altamont,	Grundy
T. Rogan,	Morristown,	Hamblen

	TOWN	COUNTY
H. M. Wiltse,	Chattanooga,	Hamilton
L. M. Jarvis,	Sneedville,	Hancock
Jesse. Norment,	Bolivar,	Hardeman
John A. Pitts,	Savannah,	Hardin
Kirkpatrick & Chesnutt,	Rogersville,	Hawkins
H. B. Folke,	Brownsville,	Haywood
Felix H. Rhodes,	Lexington,	Henderson
Robert P. Cole,	Paris,	Henry
W. M. Johnson,	Centreville,	Hickman
W. J. Broaddus,	Arlington,	Houston
H. C. Lockhart,	Waverly,	Humphrey
M. G. Butler,	Gainsboro',	Jackson
John B. Meek,	Dandridge,	Jefferson
Donnelly & Smith,	Taylorsville,	Johnson
Sidney A. Prosser,	Knoxville,	Knox
James Oldham,	Ripley,	Lauderdale
Wm. C. Davis,	Laurenceburg,	Laurence
S. W. Carmack,	Fayetteville,	Lincoln
W. L. Welcker,	Loudon,	Loudon
L. W. T. Cate,	Athens,	McMinn
Alfred B. Person,	Purdy,	McNairy
J. L. Roark,	La Fayette,	Macon
H. W. Tomlin,	Jackson,	Madison
W. J. Leonard,	Lewisburg,	Marshall
W. H. Timmons,	Columbia,	Maury
R. H. Smith,	Decatur,	Meigs
C. W. Hicks,	Madisonville,	Monroe
W. A. Jackson,	Clarksville,	Montgomery
Samuel C. Honeycutt,	Wartburg,	Morgan
S. M. Howard,	Troy,	Obion
Elijah Garrett,	Livingston,	Overton
E. W. Easley,	Linden,	Perry
A. S. Jarnagin,	Ducktown,	Polk
Jesse Arnold,	Cookeville,	Putnam
W. T. Gass.	Washington,	Rhea
W. B. Staley,	Kingston,	Roane
Louis T. Cobbe,	Springfield,	Robertson
James A. Leiper,	Murfreesboro'	Rutherford

	TOWN	COUNTY
J. M. Cordell,	Huntsville,	Scott
N. F. Burnett,	Dunlap,	Sequatchie
G. W. Pickle,	Sevierville,	Sevier
John Wesley Vernon,	Memphis,	Shelby
H. M. Hale,	Carthage,	Smith
A. B. Ross,	Dover,	Stewart
Tipton & Fain,	Blountville,	Sullivan
Wm. C. Dismukes,	Gallatin,	Sumner
J. S. McFadden,	Covington,	Tipton
C. H. L. Bennett,	Hartsville,	Trousdale
H. K. Lathim,	Maynardville,	Union
W. B. Cummings,	Spencer,	Van Buren
W. L. Clark,	McMinnville,	Warren
S. J. Kirkpatrick,	Jonesboro',	Washington
Z. M. Cypert,	Waynesboro',	Wayne
Cardwell & Boyd,	Dresden,	Weakley
H. C. Snodgrass,	Sparta,	White
D. W. Sneed,	Franklin,	Williamson
Lane & Beard,	Lebanon,	Wilson

TEXAS.

	TOWN	COUNTY
J. N. Garner,	Palestine,	Anderson
J. W. Moses,	Rockport,	Aransas
Wm. H. Smith,	Pleasanton,	Atascosa
Wm. S. Delaney,	Bellville,	Austin
C. H. Duffy,	Bandera,	Bandera
Geo. D. Russell,	Bastrop,	Bastrop
W. G. Taliaferro,	Belton,	Bell
F. G. Smith,	San Antonio,	Bexar
G. W. Bentley,	Meridian,	Bosque
Wm. H. Tilson,	Boston,	Bowie
E. J. Wilson,	Brazoria,	Brazoria
S. H. Terrell,	Bryan,	Brazos

	TOWN	COUNTY
H. B. Tarver,	Brownwood,	Brown
Le R. R. Wren,	Caldwell,	Burleson
Geo. Whitaker,	Burnet,	Burnet
A. S. Chevalier,	Luling,	Caldwell
O. Archer,	Indianola,	Calhoun
F. E. Macmannis,	Brownsville,	Cameron
O'Neal & O'Neal,	Linden,	Cass
Chas. H. Martin,	Rusk,	Cherokee
R. C. White,	McKinney,	Collins
R. V. Cook,	Columbus,	Colorado
T. L. Hutchinson,	Comanche,	Comanche
D. E. Barrett,	Gainsville,	Cooke
R. W. Goldthwaite,	Dallas,	Dallas
Bates & Robertson,	Denton,	Denton
Grimes & Kleberg,	Clinton,	De Witt
J. W. Moses,	Don Diego,	Duval
H. N. C. Davis,	Waxahachie,	Ellis
M. R. Jones,	El Paso,	El Paso
T. D. Smith,	Marlin,	Falls
R. B. Semple,	Bonham,	Fannin
A. Haidusek,	La Grange,	Fayette
C. H. Graves,	Fairfield,	Freestone
Mann & Baker,	Galveston,	Galveston
A. O. Cooley,	Fredericksburg,	Gillespie
Geo. F. Pendexter,	Goliad,	Goliad
Davidson & Atkinson,	Gonzales,	Gonzales
W. W. Wood,	Sherman,	Grayson
F. J. Greenwood,	Anderson,	Grimes
Milnor Jones,	Seguin,	Gaudalupe
W. H. Crank,	Houston,	Harris
Jno. T. Green,	Marshall,	Harrison
O. N. Hollingsworth,	San Marco,	Hays
J. M. McDonald,	Athens,	Henderson
Lina H. Box,	Edinburgh,	Hidalgo
R. R. Booth,	Hillsborough,	Hill
F. L. Bates,	Granbury,	Hood
Geo. M. Norris,	Sulphur Springs,	Hopkins
Wm. B. Wall,	Crockett,	Houston

	TOWN	COUNTY
E. J. Darden,	Greenville,	Hunt
A. R. Bennit,	Jacksborough,	Jack
D. W. Doom,	Jasper,	Jasper
Thos. J. Russell,	Beaumont,	Jefferson
Lewis B. Davis,	Cleburne,	Johnson
Jno. Bookhout,	Helena,	Karnes
W. A. Hindman,	Kaufman,	Kaufman
H. C. King,	Boerne,	Kendall
R. F. Crawford,	Kerrville,	Kerr
H. W. Lightfoot,	Paris,	Lamar
White & Gibson,	Lampasas,	Lampasas
O. Ellis,	Hallettsville,	Lavaca
Wm. M. Johnston,	Centreville,	Leon
Jno. S. Loving,	Liberty,	Liberty
L. J. Farrar,	Springfield,	Limestone
J. A. Deweese,	Oakville,	Live Oak
P. J. Mullin,	Llano,	Llano
Jos. T. Dixon,	Waco,	McLennan
Wm. E. Penn,	Jefferson,	Marion
Jos. D. Bridges,	Mason,	Mason
W. J. Croom,	Matagorda,	Matagorda
Jas. T. Burke,	Eagle Pass,	Maverick
C. C. Callan,	Menardville,	Menard
F. M. Adams,	Cameron,	Milam
Hagler & Morris,	Montague,	Montague
Jno. R. Peel,	Montgomery,	Montgomery
Jno. C. Walker,	Nacogdoches,	Nacogdoches
N. C. Read,	Corsicana,	Navarro
Jno. T. Stark,	Newton,	Newton
Jno. C. Russell,	Corpus Christi,	Nueces
D. H. Triplett,	Orange,	Orange
G. A. McCall,	Palo Pinto,	Palo Pinto
B. M. Baker,	Carthage,	Panola
Ball & Roach,	Weatherford,	Parker
J. E. Hill,	Livingston,	Polk
W. G. McGee,	Emory,	Rains
S. A. Sims,	Clarksville,	Red River
S. J. Munn,	Refugio,	Refugio

	TOWN	COUNTY
H. Beall,	Calvert,	Robertson
W. W. Spivy,	Henderson,	Rusk
Wm. W. Weatherred,	Milan,	Sabine
Rufus Price,	San Augustine,	San Augustine
Jas. V. Lea,	Cold Spring,	San Jacinto
Geo. B. Cook,	San Saba,	San Saba
Jas. I. Perkins,	Center,	Shelby
Thos. J. Jennings,	Tyler,	Smith
Noah Cox,	Rio Grande,	Starr
Jno. L. Humphries,	Fort Worth,	Tarrant
W. P. Skeen,	Mt. Pleasant,	Titus
Jas. McCullough,	Austin,	Travis
Jno. R. Yonree,	Sumpter,	Trinity
Geo. W. Gann,	Woodville,	Tyler
Jas. M. Johnson,	Gilmer,	Upshur
J. M. McCormick,	Uvalde,	Uvalde
V. M. Rose,	Victoria,	Victoria
N. G. Kittrell,	Huntsville,	Walker
Garrett & Sheppard,	Brenham,	Washington
Crafts & Peterson,	Laredo,	Webb
F. G. Franks,	Wharton,	Wharton
J. S. Morrow,	Georgetown,	Williamson
H. C. Burke,	Floresville,	Wilson
H. C. Ferguson,	Decatur,	Wise
A. P. Shuford,	Quitman,	Wood

UTAH TERRITORY.

	TOWN	COUNTY
J. C. Wright,	Brigham,	Box Elder
Ed. Dalton,	Parowan,	Iron
Thos. Ord,	Nephi,	Juab
Saml. Francis,	Morgan,	Morgan
L. G. Young,	Salt Lake City,	Salt Lake

	TOWN	COUNTY
F. Kenner,	Manti,	San Pete
Wm. Morrison,	Richfield,	Sevier
L. Gee,	Tooele,	Tooele
W. N. Dusenbury,	Provo City,	Utah
R. W. Glen,	Heber,	Wasatch

VERMONT.

	TOWN	COUNTY
Thos. H. McLeod,	Middlebury,	Addison
H. Harmon,	Bennington,	Bennington
M. Montgomery,	St. Johnsbury,	Caledonia
Henry O. Wheeler,	Burlington,	Chittenden
H. C. Bates,	Guildhall,	Essex
M. B. Carpenter,	St. Albans,	Franklin
J. M. Haurican,	North Hero,	Grand Isle
L. S. Small,	Hyde Park,	Lamoille
R. H. Mardin,	Bradford,	Orange
Josiah Grout, Jr.,	Newport,	Orleans
H. B. Monaghan,	Rutland,	Rutland
Geo. W. Wing,	Montpelier,	Washington
Jno. W. Crocker,	Fayetteville,	Windham
M. J. Gilman,	Bethel,	Windsor

VIRGINIA.

	TOWN	COUNTY
Parker & Neely,	Accomack,	Accomack
Blakey & Fry,	Charlottesville,	Albemarle
G. H. Ramey,	Alexandria,	Alexandria
Wm. Skeen,	Covington,	Alleghany
R. M. Brown & Son,	Amherst,	Amherst
Charles H. Sackett,	Appomattox,	Appomattox

	TOWN	COUNTY
S. Travers Phillips,	Staunton	Augusta
Wm. M. McAllister,	Bath,	Bath
Luther D. Haymond,	Liberty,	Bedford
Robert S. Hoge,	Dublin,	Bland
Wm. B. Simmons,	Fincastle,	Botetourt
F. E. Buford,	Lawrenceville,	Brunswick
S. L. Graham,	Grundy,	Buchanan
George J. Hundley,	Buckingham,	Buckingham
John H. Lewis,	Lynchburg,	Campbell
A. B. Chandler,	Bowling Green,	Caroline
James S. Tipton,	Hillsville,	Carroll
I. H. Christian,	Wilcox Wharf,	Charles City
Henry & Watkins,	Charlotte,	Charlotte
H. W. Bransford,	Manchester,	Chesterfield
Marshall McCormick,	Berryville,	Clarke
James W. Marshall,	New Castle,	Craig
Field & Gray,	Culpeper,	Culpeper
Wm. M. Flanagan,	Cumberland,	Cumberland
Dorman & Hamilton,	Petersburg,	Dinwiddie
Wm. R. Willis,	Hampton,	Elizabeth City
T. R. B. Wright,	Tappahannock,	Essex
Thomas & Wells,	Fairfax,	Fairfax
Hugh R. Garden,	Warrenton,	Farquier
Wm. H. Morgan,	Jacksonvslle,	Floyd
Thomas H. Tutwiler,	Palmyra,	Fluvanna
Richard Parker,	Winchester,	Frederick
Hudson & Mahood,	Giles,	Giles
F. Lewis Taylor,	Hickory Fork,	Gloucester
Alex. M. Davis,	Independence,	Grayson
R. S. Thomas,	Stanardsville,	Greene
Wm. S. Goodwyn,	Hicksford,	Greenville
Wm. R. Barksdale,	Halifax,	Halifax
Hill Carter,	Ashland	Hanover
Berkeley & Berkeley,	Richmond,	Henrico
S. G. Whittle,	Martinsville,	Henry
Pickney Jones,	Monterey,	Highland
R. F. Graves, Jr.,	Smithfield,	Isle of Wight
Robert T. Armistead,	Williamsburg,	James City

	TOWN	COUNTY
Pollard & Pollard,	Stevensville,	King & Queen
F. C. S. Hunter,	King George,	King George
H. W. Stamper,	King William,	King William
B. H. Robinson,	Lancaster,	Lancaster
A. L. Pridemon,	Jonesville,	Lee
Thomas & Powell,	Leesburgh,	Loudoun
Wm. E. Bibb,	Louisa,	Louisa
Webb & Bernard	Lunenburg,	Lunenburg
Wm. L. Early,	Madison,	Madison
John B. Donovan,	Westville,	Matthews
Wm. T. Atkins,	Boydton,	Mecklenburg
Benjamin F. Bland,	Saluda,	Middlesex
Junken & Shelton,	Christiansburg,	Montgomery
J. L. S. Kirby,	Livingston,	Nelson
John R. Kilby,	Suffolk,	Nansemond
H. W. Stamper,	Tunstalls Stat'n,	New Kent
White & Garnett,	Norfolk,	Norfolk
H. S. Neale,	Eastville,	Northampton
T. E. Betts,	Heathsville,	Northumberland
J. F. Epes,	Nottoway,	Nottoway
W. W. Burgess,	Orange,	Orange
R. S. Parke,	Luray,	Page
John Staples,	Taylorsville,	Patrick
Edwin E. Bouldin,	Danville,	Pittsylvania
James A. Callis,	Fine Creek,	Powhattan
Berkeley & Berkeley,	Farmville,	Prince Edward
Robert Gilliam, Sr.,	Prince George,	Prince George
James J. Davis,	Brentisville,	Prince William
Hudson & Larew,	Newbern,	Pulaski
James F. Kemper,	Washington,	Rappahannock
W. A. Jones,	Warsaw,	Richmond
James W. Marshall,	Salem,	Roanoke
J. McC. Tutwiler,	Lexington,	Rockbridge
Charles A. Yancey,	Harrisonburg,	Rockingham
Henry W Holdway,	Estillville,	Scott
Walton & Walton,	Woodstock,	Shenandoah
Gilmon & Derrick,	Marion,	Smyth

	TOWN	COUNTY
J. H. & J. B. Prince,	Vicksville,	Southampton
W. A. Wallace,	Fredericksburg,	Spottsylvania
John H. Suttle,	Stafford,	Stafford
J. T. J. Mason,	Sussex,	Sussex
Joseph Stras,	Tazewell,	Tazewell
John R. Jackson,	Front Royal,	Warren
Johnston & Trigg,	Abingdon,	Washington
Beale & Son,	Hague,	Westmoreland
Holbrook & English,	Wytheville,	Wythe
Moses T. Hughes,	Yorktown,	York

WASHINGTON TERRITORY.

	TOWN	COUNTY
Thos. J. Hosford,	Kalama,	Clark
Alex. C. Smith,	Pekin,	Cowlitz
James G. Swan,	Port Townsend,	Jefferson
J. C. Elliott,	Seattle,	King
Jacob Hoover,	Steilacoom,	Pierce
F. W. Perkins,	Fort Colville,	Stevens
J. S. Allen, Jr.,	Olympia,	Thurston
George A. Kellogg,	Whatcom,	Whatcom
E. P. Boyles,	Yakima,	Yakima

WEST VIRGINIA.

	TOWN	COUNTY
Albert G. Reger,	Philippi,	Barbour
Blackburn & Lamon,	Martinsburg,	Berkeley
I. E. Stollings,	Madison,	Boone
Homer A. Holt,	Sutton,	Braxton
Geo. W. Caldwell,	Wellsburg,	Brook
Gibson & Simms,	Huntington,	Cabell
Wm. L. Stevenson,	Grantsville,	Calhoun
Phineas Gano,	West Union,	Doddridge

	TOWN	COUNTY
H. W. Brazie,	Fayetteville,	Fayette
Levi Johnson,	Glenville,	Gilmer
Wilbur F. Dyer,	Grant,	Grant
John A. Preston,	Lewisburgh,	Greenbrier
White & Clayton,	Romney,	Hampshire
D. Donchov,	Fairview,	Hancock
James C. Baker,	Moorfield,	Hardy
John Bassel,	Clarksburgh,	Harrison
George J. Walker,	Jackson,	Jackson
Wm. H. Travers,	Charlestown,	Jefferson
Charles P. Snyder,	Charleston,	Kanawha
Wm. G. Bennett,	Weston,	Lewis
Lewis Clark,	Hamlin,	Lincoln
Alb S. Hayden,	Fairmount,	Marion
John A. Ewing,	Moundsville,	Marshall
Wm. H. Tomlinson,	Point Pleasant,	Mason
Robert C. McClaugherty,	Princeton,	Mercer
White & Clayton,	New Creek,	Mineral
George C. Sturgiss,	Morgantown,	Monongalia
Hereford & Campbell,	Union,	Monroe
John Rufus Smith,	Berkeley Sp'gs,	Morgan
C. W. B. Allison,	Wheeling,	Ohio
J. Ed. Pennybacker,	Franklin,	Pendleton
Wm. W. Hall,	St. Marys,	Pleasant
John M. Lightner,	Huntersville,	Pocahontas
James Brown,	Kingwood,	Preston
Wm. W. Brown,	Winfield,	Putnan
John W. McCreery,	Raleigh,	Raleigh
L. D. Strader,	Beverly,	Randolph
Robert S. Blair,	Harrisville,	Ritchie
Samuel G. McColloch,	Spencer,	Roane
H. M. Smythe,	Hinton,	Summers
Benj. F. Martin,	Pruntytown,	Taylor
Wm. Ervin,	St. George,	Tucker
D. F. Pugh,	Middlebourne,	Tyler
John S. Fisher,	Buckannon,	Upshur
Joseph Plymale,	Wayne,	Wayne
S. Dayton,	Webster,	Webster

	TOWN	COUNTY
John A. Ewing,	Martinsville,	Wetzel
D. H. Leonard,	Wirt,	Wirt
Samuel T. Stapleton,	Parkersburgh,	Wood
John A. Cook,	Oceana,	Wyoming

WISCONSIN.

	TOWN	COUNTY
S. W. Pierce,	Friendship,	Adams
J. C. Mathews,	Ashland,	Ashland
Andrew Tate,	Bayfield,	Bayfield
E. T. Sprague,	De Pere,	Brown
Wm. H. Gates,	Alma,	Buffalo
H. Arnold,	Chilton,	Calumet
Alex. McRea,	Chippewa F'lls,	Chippewa
R. T. Sturdevant,	Neilsville,	Clark
James Chancellor,	Portage,	Columbia
N. McCartney,	Prairie du Chien,	Crawford
Sanborn & Jones,	Madison,	Dane
P. H. Lewis,	Juneau,	Dodge
D. A. Reed,	Sturgeon Bay,	Door
James S. Ritchie,	Superior,	Douglass
R. C. Bierce,	Menomonee,	Dunn
Levi E. Latimer,	Eau Claire,	Eau Claire
T. W. Spence,	Fond du Lac,	Fond du Lac
George Clementson,	Lancaster,	Grant
Ed. M. Bartlett,	Monroe,	Green
A. E. Thompson,	Princeton,	Green Lake
M. J. Briggs,	Dodgeville,	Iowa
C. C. Pope,	Black River Falls,	Jackson
S. A. Craig,	Fort Atkinson,	Jefferson
F. S. Veeder,	Mauston,	Juneau
M. A. Baker,	Kenosha,	Kenosha
T. E. Hoyt,	Kewaunee,	Kewaunee
John A. Kellogg,	La Crosse,	La Crosse
Henry S. Magoon,	Darlington,	La Fayette

	TOWN	COUNTY
James S. Anderson,	Manitowoc,	Manitowoc
E. L. Bump,	Wausau,	Marathon
S. A. Pease,	Montello,	Marquette
Jenkins & Elliott,	Milwaukee,	Milwaukee
George A. Richardson,	Sparta,	Monroe
Wm. V. Allen,	Oconto,	Oconto
H. D. Ryan,	Appleton,	Outagamie
Foster, Coe & Hedding,	Port Washington,	Ozaukee
John Frazer,	Durand,	Pepin
H. T. Bevans,	Ellsworth,	Pierce
Samuel Thompson,	Osceola,	Polk
James A. Felch,	Steven's Point,	Portage
Fish, Lee & Wegg,	Racine,	Racine
W. S. Black,	Richland Centre,	Richland
Roger H. Mills,	Beloit,	Rock
W. V. Tichener,	Waukesha,	Waukesha
M. Reed,	Waupaca,	Waupaca
D. L. Bunn,	Wautoma,	Waushara
John Hancock,	Oshkosh,	Winnebago
Charles O. Baker,	Grand Rapids,	Wood

WYOMING TERRITORY.

	TOWN	COUNTY
Charles W. Bramel,	Laramie City,	Albany
W. W. Corlett,	Cheyenne,	Laramie
Benj. Sheeks,	South Pass City,	Sweet Water

ALABAMA.

F. P. SNEDECOR. A. W. COCKRELL. J. B. HEAD.

SNEDECOR, COCKRELL & HEAD,

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Eutaw, Green Co., Ala.

JOHN T. WALKER,

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Will practice in Hale and adjoining counties; in the Supreme Court of the State, and in the Federal Courts held at Montgomery and Mobile.

A. S. STOCKDALE,

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Ashland, Clay Co., Ala.

W. W. MOORE,

Attorney & Counsellor at Law,

Birmingham, Ala.

ARKANSAS.

J. C. BARROW,

Attorney-at-Law,

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Will practice in all the Courts.

D. H. C. MOORE,

Attorney-at-Law,

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CALIFORNIA.

J. E. POND,

Attorney-at-Law,

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TIPTON LINDSEY,

Attorney-at-Law,

Visalia, California.

JNO. B. MAJORS,

Attorney-at-Law,

San Jose, Santa Clara Co., Cal.

CONNECTICUT.

GEORGE C. RIPLEY,
Attorney & Counsellor at Law,
Norwich, New London Co., Conn.

SAMUEL TWEEDY,
Attorney-at-Law,
Danbury, Conn.

SHERMAN W. ADAMS,
Attorney-at-Law,
Hartford, Conn.

COLORADO.

DANL. E. PARKS,
Lawyer and Advocate,
Golden, Col.

THOMAS MACON,
Attorney-at-Law,
Canon City, Col.

ALPHEUS WRIGHT,
Attorney and Counsellor at Law,
And Solicitor in Chancery,
Boulder, Col.

DAKOTA.

W. R. McLAURY,
Attorney-at-Law,
AND
Collection and Real Estate Agent,

Proprietor of Abstracts of Minnehaha Co., D. T.
Pays taxes, and does a General Real Estate business.

Sioux Falls, Minnehaha Co., D. T.

DISTRICT OF COLUMBIA.

BROWNING & BROWNING,
Attorneys-at-Law,
Washington, D. C.

FLORIDA.

JOHN R. WHITE,
Attorney-at-Law,
Live Oak, Fla.

Special attention given to the collection of claims in Suwanee, Columbia, Hamilton, Madison and Lafayette Counties, Fla.

GEORGIA.

B. F. HARRELL,
Attorney-at-Law and Solicitor in Equity,
Lumpkin, Ga.

Special attention to cases in Bankruptcy.

WM. SUFFMAN,
Attorney-at-Law,
Spring Place, Murray Co., Ga.

B. A. MARTIN,
Attorney-at-Law,
Dahlonega, Ga.

A. G. & F. C. FOSTER,
Attorneys-at-Law,
Madison, Ga.

Will practice in the Courts of Ocmulgee Circuit, Supreme Court of Georgia, and the U. S. District Court for the Northern District of Georgia.

S. A. McLUDORE,
Attorney-at-Law,
Fort Gaines, Clay Co., Ga.

L. S. ROAN,
Attorney & Counsellor at Law,
Fairburn, Campbell Co., Ga.

I. E. SHUMATE. J. D. WILLIAMSON.
SHUMATE & WILLIAMSON,
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INDEX TO CONTENTS.

	PAGE		PAGE
Alabama,	3	Montana Territory,	68
Arkansas,	7	Nebraska,	70
California,	9	Nevada,	72
Colorado Territory,	13	New Hampshire,	74
Connecticut,	13	New Jersey,	76
Dakota Territory,	17	New York,	78
Delaware,	19	North Carolina,	82
District of Columbia,	21	Ohio,	85
Florida,	23	Oregon,	88
Georgia,	26	Pennsylvania,	90
Idaho Territory,	28	Rhode Island,	93
Illinois,	29	South Carolina,	95
Indiana,	32	Tennessee,	98
Iowa,	34	Texas,	101
Kansas,	37	Utah Territory,	103
Kentucky,	40	Vermont,	106
Louisiana,	44	Virginia,	108
Maine,	46	Washington Territory,	110
Maryland,	49	West Virginia,	114
Massachusetts,	51	Wisconsin,	116
Michigan,	54	Wyoming Territory,	121
Minnesota,	57	Evidence,	122
Missouri,	60	Statute of Frauds,	123
Mississippi,	64	Dictionary of Law Terms,	124

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Attorneys' Business Cards, 190

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